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The Solicitors' Journal

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The Solicitors' Journal

(ESTABLISHED 1857.)

*** Notices to Subscribers and Contributors will be found on page vi.

NOTICE TO SUBSCRIBERS.—The Index to Vol. 73 (Part II), accompanied our issue of the 25th January last and should be returned with the numbers for binding (see advertisement on page xii). The prepaid Annual Subscription to Vol. 74 (£2 12s.) became due on 1st January.

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Current Topics.

Induction of Chief Justice Hughes.

AMERICAN JOURNALS have a genius for devising laconic captions for their news paragraphs, and these, although amusing enough, are sometimes apt to strike the English reader as lacking in dignity. Thus, when Archbishop DAVIDSON resigned the Primacy of the English Church the fact was announced in an American journal with the laconic heading "Canterbury Quits," a mode of reference to the aged and dignified cleric which, to say the least, was in doubtful taste. Of course, no offence was intended any more than when more recently an American legal journal headed a paragraph with the somewhat abrupt line: "Hughes takes oath as Chief Justice." But this is a way which Americans have, and of which, although we rarely think of it, we have a counterpart in the time-honoured practice of law reporters in giving merely the surname of counsel who argued a case, unless, indeed, to avoid confusion with another barrister bearing the same patronymic, initials have to be added. Although, however, the American journal docks the new Chief Justice of his Christian names in the heading referred to, it is only fair to add that these are fully given in the body of the paragraph where we are told that the ceremony of his induction was simple but impressive. Mr. Justice OLIVER WENDELL HOLMES, who has been a judge for the long period of forty-eight years, twenty-eight of which have been on the bench of the Supreme Court, and of which he is now the senior member, presided on the occasion, made the announcement of Mr. TAFT's resignation—his death occurred shortly afterwards—and the appointment of Mr. HUGHES, and then he directed the clerk of the court to administer the judicial oath to Mr. HUGHES. Complying with the usual practice in the Federal Courts, the new Chief Justice raised his right hand, read the oath, and then signed it for the records. The ceremony, it will be observed, closely resembles that of the swearing in of judges of the English High Court. Our Scottish neighbours have a more elaborate procedure, actually requiring the newly appointed judge to go through his trials, first in a court of first instance, and secondly in the Inner House of the Court of Session. Suggestions have been made for the abolition of this procedure, but so far without result.

Legal Education and Practice in Germany.

IN A lecture recently delivered by Herr STILLE, a graduate of the University of Göttingen and German Exchange Fellow at Stanford University, which is reproduced in the current issue of the *American Bar Association Journal*, we have a very clear and detailed account of the conditions that have to be complied with before a German is permitted to practise in the courts of his country. The requirements strike the English lawyer as certainly strenuous. First of all, the German law student must spend at least three years at a university where indeed he is not obliged to attend the formal lectures of the professors, but where he must perform what are called "exercises," that is, the discussion of hypothetical cases propounded by the professor, the object being to teach the student how to interpret the codes. This he is expected to do in the light of the various commentaries and of the decisions of the courts, although the latter are not, as they are in this country, of binding force. For the final examination, which ordeal consists of (1) an exhaustive paper upon a hypothetical case, six weeks being allowed for its preparation, (2) the treatment of four cases on four successive days, the student being permitted to have access to the code only, and (3) a four hours' oral examination covering the entire field of law. If he successfully passes this examination the student becomes a "Referendar," but he is still a long way from being permitted to act as counsel. Now in fact begins his practical training. He is required to spend six months at an Amtsgericht, six months at a superior court, six months with a public prosecutor, six months with a practising barrister, and six months at a court of appeal; in other words, he must have had actual knowledge of the working of each grade of tribunal, except the Reichsgericht, the supreme court which sits at Leipzig. If the student emerges successfully from this examination he becomes an Assessor and is eligible for admission to the Bar. The barrister is admitted to a specific court. In the Reichsgericht admission is subject to special limitations, and we are told that the total number of barristers attached to this court does not exceed twenty. According to Herr STILLE, the jury is unknown in civil cases in Germany, as he says, "a jury of untrained laymen is a nuisance rather than a help to an intelligent judge or to the litigants. German jurists are convinced that the administration of the civil law ought not to be subject to the whims and vagaries characteristic of juries." A generation or two ago this would have sounded the rankest of heresies; now, we suppose, many in this country would be willing to subscribe to its practical truth.

Pensions and Taxation.

A BILL to abolish the life pensions hitherto granted to German ex-ministers has, at the time of writing, been passed in the second reading by a large majority of the Reich. Major-General Sir RICHARD LEE, in urging the necessity of national economy, recently suggested a 10 per cent. cut from the salaries of all in Government pay, including *pensioners*. One glance at the appalling expenditure on pensions contained in the Civil Estimates of this country sufficiently indicates the need for drastic economy in this particular sphere of

fiscal extravagance, and the above two cases may, perhaps, show in a small degree the way the wind is blowing. Municipalities also, said Sir RICHARD LEE, ought to follow suit in the matter of reductions, as they are equally offenders. By way of answer the hosts of officialdom may, perhaps, point to the increased development of pensions schemes in business and industrial organisations, but the reply to that is, of course, that in these days of crushing taxation the very foundations of the most stable of our concerns have been so grievously shaken that their very existence is seriously threatened and the continued payment of pensions a matter of extreme speculation. The goose that lays the golden egg is being rapidly strangled by outrageous taxation and when she is dead and no more money is forthcoming, then Government pensions will have to undergo drastic revision also.

Hunted Animals.

THE MORALITY and ethics of "blood sports," although we are sure that our readers as a class reach as high a level of humanity as any others, are hardly matters within our scope. We may, however, note that there are two bills before Parliament to confer further protection on animals, namely, that to prohibit the hunting of deer, and another to prohibit the hunting or coursing of animals which have been kept in captivity or confinement. The former does not extend to Scotland, where the stag is laboriously stalked on foot, but would abolish the Devon and Somerset Staghounds, the committee of which have sent us their official apologia or defence. The old fox-hunter's argument that every man, horse and hound enjoyed the chase, and there was no evidence that the hunted beast was not similarly enraptured, is used with a little more caution, and the point that one stag may provide hundreds of ladies and gentlemen with a happy and healthy day's exercise, while shooting and fishing for such a throng would correspondingly multiply the victims, may be regarded as cogent. In fact the actual volume of cruelty, so to speak, in preparing and killing domestic animals for food must largely exceed the combined cruelties of hunting and vivisection, and, perhaps, shooting and fishing also. On the other hand, the argument that the hunt brings money to the neighbourhood would apply to legalised cock-fighting, bear baiting, bull-fighting, a gambling casino, or public houses which kept open day and night. Perhaps some day we may all follow the admirable example recently set us in exalted quarters and hunt animals with a motion-camera. But then probably someone would bring forward an Animals (Invasion of Privacy Prohibition) Bill.

A Domestic Servant's Illness.

IN A letter to an evening newspaper Sir BASIL PETO refers to a case before Judge LINDLEY in which a servant sued her mistress for wages for a period during her service when she had been ill and unable to carry on her work. His Honour gave judgment for the servant, holding that the illness being temporary, the wages continued to be payable. In this conclusion he of course followed *Cuckson* v. *Stones* (1858), 1 E. & E. 248, which may be regarded as the leading case on the matter. Since that decision, however, the National Insurance Acts have been passed, and the question arises how far those Acts, which provide for sickness benefit, panel doctors, etc., displace or affect the ordinary contract of domestic service in this respect. The letter does not state whether the servant was receiving sickness benefit, but presumably this was the case, otherwise there would be no factor to displace *Cuckson* v. *Stones*. Assuming that she was receiving sickness benefit, the judge appeared to be of the opinion that the Act did not affect the contract between employer and servant, and that consequently she was entitled both to her wages and the benefit. In *Elliott* v. *Liggens* [1902] 2 K.B. 84, it was held by DARLING and CHANNELL, JJ., that payment to a workman of incapacity allowance under the Workmen's Compensation Acts was alternative to and precluded a demand for wages. This decision, though not overruled, was doubted by the Court of Appeal in *Warburton* v. *Co-operative Wholesale Society* [1917] 1 K.B. 663. It does not of course apply to sickness benefit. If the Acts do not affect the contract of service in respect of wages, the Scottish case of *M'Keating* v. *Frame* [1921] S.C. 382, is direct authority that, if a servant is, to the knowledge of the master, dangerously ill, it is the latter's duty. when he does not provide medical attendance (which in law he is not bound to do) to obtain the medical assistance to which the servant is entitled by the statute by calling in the panel doctor. In that case the employer, who had no one to look after her, told her to go to her own home, a distance of several miles, when she was suffering from double pneumonia, and she died two days afterwards, the doctor testifying that any chance of recovery had thus been seriously prejudiced. The employer was therefore held liable to the mother for negligence and breach of duty to the girl. The receipt by an indoor servant both of full wages and sickness benefit, however, thus making her better off financially than if in good health, hardly can have been the intention of the legislature.

The Release of an Appurtenant Power.

THE COURT OF APPEAL has unanimously reversed the decision of EVE, J., in *In re Mills* [1930] 1 Ch. 440, upon which we recently commented in a short article entitled: "The duty to preserve a family fortune" (*ante*, p. 68). It will be remembered that the testator in this case, after directing the income of his residuary estate to be accumulated for twenty-one years, gave his brother, who was one of his trustees, a power to appoint the estate and accumulations to such one or more of his nephews and nieces as should evidence a desire and ability to maintain the family fortune by replacing the enormous sums by which it had been depleted by death duties and other taxation, and in default of appointment to the brother himself absolutely. EVE, J., held that a release of the power executed by the donee was invalid, as it was a power coupled with a trust, and he owed a duty to the testator not to exercise the power in favour of anybody until the period of accumulation had come to an end; the object being to preserve the family fortune intact. We have had the advantage of a perusal of the judgments delivered in the Court of Appeal. Their lordships have decided that the power in the present case was a power appendant or appurtenant, as being one in which the plaintiff had an interest which would be affected, diminished, or disposed of by the exercise of the power, thus coming under the third head of the classification of powers in *Re D'Angiban*, 15 Ch. D., at p. 232. Such a power could always be released by the donee, even though the release would be for his benefit. Subject to certain trusts in favour of a grandson of the testator which failed owing to his death in early infancy, the property went to the testator's brother, unless and until in exercise of the power he chose to appoint it to one of the younger generation of the family. There was no trust, for the power was given to Mr. MILLS as a brother and not as a trustee of the testator, and no one of the objects of the power could require the donee to exercise it in favour of any of them. There can be no trust, again, in favour of a person who is dead, or duty to preserve intact a material object such as a family fortune for the benefit of some unascertained beneficiary, who may never enjoy it. The apparent intention of the testator was immaterial, unless the power was conferred upon the donee as a trustee. The three cases relied on by EVE, J., of *Meller* v. *Ker*, L.R. 1, H.L. Sc. 11; *In re Eyre*, 49 L.T. 259, and *Saul* v. *Pattinson*, 34 W.R. 561, were distinguishable as being all cases of purely collateral powers given to trustees as such who had no beneficial estate or interest of any kind in the property subject to the power. In all those cases there was a duty coupled with the power which prevented any release of it from being valid. The result is that the ordinary rule contained in s. 155 of the Law of Property Act, 1925, was applicable, and it was essential that the donee should have the power to release or contract not to exercise the power of appointment.

Criminal Law and Police Court Practice.

ARTICLES FOUND, USED AS EVIDENCE.—In a recent case, at present undecided, a police officer giving evidence was about to state what was written on a postcard found in the room in which he found the accused person. The magistrate asked whether the prisoner had said anything about the post-card; the reply being in the negative, he observed: "Then we cannot have it as evidence for the moment."

We have no intention of saying anything upon the facts of a case still *sub judice*. It is, however, worth while to draw attention to the correctness of the learned magistrate's ruling on the general question, because it is so generally taken for granted that what is found on a prisoner, or in his possession in any way, can be used as evidence against him. The tests governing the matter are not difficult: have the things found any bearing on the case and how is the prisoner connected with them? Thus, in the case of a document, the test would be firstly whether the contents are relevant to the case and not merely evidence of character or some other irrelevant matter, and secondly can the document be proved to have been written by the prisoner, or to have been made use of by him in connexion with the case, or to have been referred to by him, or can it, if proved to have been communicated to him or read by him, be shown to supply a motive for, or explanation of, his conduct? We do not pretend to have exhausted the possibilities of the argument.

"DEMANDING WITH MENACES."—In the recent trial of the actor who was sentenced to penal servitude by the Recorder of London for fraudulently obtaining money from a lady, called Miss A, the prisoner represented that he was being blackmailed because of his association with her, but he added that he did not wish her to advance the money demanded. The main charge against him was of blackmailing Miss A, and it was urged on his behalf that there was no demand with menaces within s. 29 of the Larceny Act, 1916. The Recorder having, with some hesitation, accepted a plea of "guilty" on the minor count of obtaining money by false pretences, expressly guarded himself from being taken to give any kind of assent to this proposition of the defence. Plainly, if the law failed to deal with the blackmailer's iron hand because it was encased in a velvet glove, it would soon lose its efficacy. The cases, however, show that judges have always had regard to the reality of the threat, and that the blackmailer's feigned politeness is therefore quite beside the point. In *R.* v. *Carruthers* (1844), 1 Cox C.C., 138, there was the pretence, as in the recent case, that the prisoner himself was entirely innocent of any desire for money, but that he knew of third parties ("the most desperate gang in the Metropolis") who had sinister designs against the property of the prosecutor, but whom the prisoner could buy off for £100. It was pleaded on his behalf that the letter was a mere suggestion, but it was held that it was one which the jury might well consider as containing a threat. In *R.* v. *Robinson* (1796), 2 Leach, 749, a letter in which the prisoner politely hoped that his victim would "permit him to be his almoner," with the suggestion that an accusation of murder would follow refusal, was very properly held to be a blackmailing one, and this old case was cited and followed in *R.* v. *Studer* (1915), 25 Cox C.C., 312, in which Reading, L.C.J., observed, "the language used may be only a request; it need not necessarily be an explicit demand." Obviously, the method in such cases is similar to that of the polite highwayman who "craved bounty" at the point of a pistol, and obtained it, until his craving was finally appeased at Tyburn. Those who are called upon to advise the victims of blackmailers, therefore, need pay no attention to the grace or suavity with which the threat is conveyed, if the threat itself is the heart of the matter. And, of course, the suggestion of a blackmailer that he does not really want his victim to advance money may be regarded as essentially of the "don't nail his ear to the pump" order.

The Bishop of Birmingham's Case.

AN article contributed recently to THE SOLICITORS' JOURNAL on "Quare Impedit" (74 SOL. J. 19) is of special interest at the present time in view of the judgment given by BENNETT, J., last week in the case of *Notley and Others* v. *Bishop of Birmingham*. The author of that article (Mr. MARSHALL FREEMAN) seems to have anticipated with singular accuracy the procedure that would be followed in a normal case where a Bishop refuses for definite reasons to admit a presentee to a living: but he gave no indication as to what the position might be in a case such as that of the Bishop of Birmingham, where *no* reason has been given. It is a curious fact that this point does not seem to have been discussed before BENNETT, J., and yet it would appear to be a very material point to be considered. The Benefices Act, 1898, s. 3 (1), upon which those proceedings were based, makes no provision whatever for a case on which the ground of a Bishop's refusal to institute is stated to be one of "doctrine or ritual" nor for a case in which the Bishop *has stated no ground at all*. In each of the two cases cited in the article referred to (at p. 20) one of which was *Gore-Booth* v. *Bishop of Manchester*, referred to by counsel as the authority for launching the action against the Bishop of Birmingham, the defendant Bishop had given the reasons for his refusal quite clearly. But Dr. BARNES, by not appearing, created the novel position of not having given any reason whatever for refusal. It therefore became an interesting question whether the procedure of the Benefices Act, 1898, was really applicable, inasmuch as the Bishop of Birmingham had not refused to institute on any single one of the grounds therein laid down. It is significant that the statute expressly embraces certain grounds of refusal and rejects certain others. In so far as those which it embraces are concerned, it provides (sub-s. (5)) that no proceedings in the nature of *quare impedit* or *duplex querela* shall be taken *in any other court*. In other words, those proceedings may no longer be taken in the ecclesiastical courts as of yore, but (subject to the modernised procedure as to *quare impedit* prescribed by the Common Law Procedure Act, 1860) may be taken in the High Court, unless indeed within the prescribed month after the Bishop has "signified his refusal in writing together with the grounds thereof," the other side have demanded a special tribunal consisting of the Archbishop and a High Court judge to determine the case.

But we are still left very much in the dark as to what is the remedy where the Bishop's stated refusal is a "ground of doctrine or ritual": and here is a dilemma. In *Gore-Booth* v. *Bishop of Manchester*, COLERIDGE, J., held himself entitled to enquire whether certain practices were or were not illegal. That decision has never been appealed from, and so for the moment it must be assumed that action may be taken in the High Court where a Bishop refuses to institute on the ground of "doctrine or ritual." But will that stand on appeal? Who shall say? Counsel in *Notley and Others* v. *Bishop of Birmingham* protested vehemently against being "thrown back into the ancient procedure." That old procedure (i.e., in the Court of Arches) is still available—never having been abolished. No one seems to have drawn the attention of BENNETT, J., to the famous case of *Gorham* v. *Bishop of Exeter*, 2 Rob. Eccl. 1, 28: Moore Sp. Rep. 1850. We have been favoured by a solicitor-subscriber with an opportunity of reading the proceedings and judgments in that case, extracted from the records now preserved in the Registry at Doctors Commons. There, THE BISHOP OF EXETER having refused to institute Mr. GORHAM to the Vicarage of Brampford Speke, Devon, the vicar-designate started proceedings in the Court of Arches, where the cause was heard by the Dean (Sir HERBERT JENNER FUST). The judgment, in its quaint legal terminology, states that the judge

"having maturely deliberately pronounced" that the Bishop had shown sufficient cause for his refusal "dismissed

the said Lord Bishop of Exeter from the said Monition served upon him in this cause and from all further observance of justice in the premises and moreover condemned the said George Cornelius Gorham in costs. Proctor Bowdler who with all due reverence protested of a grievance and of appealing—instantly appealed therefrom and he is assigned to prosecute his appeal the first session of next term."

And in due course the appeal was heard by the Judicial Committee of the Privy Council and was allowed—the decree setting forth that the Bishop of Exeter had not shown sufficient cause for his refusal, and directing that the appellant ought to be instituted, and that "a copy of this Order or Decree be transmitted to His Grace the Lord Archbishop of Canterbury." The living of Brampford Speke was in the gift of the Crown and the decree appointed the Dean of Arches himself to carry out the induction—which was duly done. Whether or not this procedure by way of the Court of Arches could have been followed in the present case we do not know; but it would appear that that was the "ancient procedure" referred to by learned counsel (*supra*).

We have submitted these notes, to the author of the previous article and he has supplied the following interesting memorandum:—

"The constitutional issues which may develop from the case of *Notley and Others* v. *Bishop of Birmingham* are of peculiar concern to students of ecclesiastical law and practice. In *Gorham* v. *Bishop of Exeter* the Order of the Privy Council was carried out by the Dean of Arches, but it was in his other capacity as Official Principal. It is one of the curious anomalies of our system of ecclesiastical jurisdiction that the Dean of Arches—the Judge of the Archbishop's Court is also Official Principal (the Archbishop's sheriff or executive officer) The fact to which you draw attention that the Privy Council ordered a copy of their decree to be transmitted to the Archbishop by his Official Principal who was also to carry out the decree indicates the constitutional position quite clearly. I would add that *præmunire* still avails, and is the compelling power by which the Crown (as represented by the Privy Council—the "Crown in Council") may enforce its decree upon an Archbishop. Before the days of Henry VIII the constitutional position was something like this. The Archbishop stood in relation to the Bishops of his province just as did the King in relation to his Barons—he could only discipline them through Convocation just as the Barons could only be disciplined through the Upper House of the Parliament; but Henry VIII by restoring and enlarging the efficacy of *præmunire* which Edward I, Edward III and Richard II had applied to matters ecclesiastical, established a precedent that has been followed ever since. Therein lies the explanation of the existing supremacy of the Crown over Church as well as over State. *Habeas corpus* is of course the power that remains to protect the subject—be he cleric or layman, archbishop or pauper."

"I have seen it suggested in a prominent London morning newspaper that a way may possibly be found out of the difficulties that seem likely to arise as a sequel to the case of *Notley and Others* v. *Bishop of Birmingham* by what is known as a 'Metropolitical Visitation' by the Archbishop. But other difficulties would arise there. Behind the right of an Archbishop to intervene between a Bishop and his right to institute or to refuse to institute a presentee to a living lies the clear distinction between 'institution' and 'induction.' The former relates to what are termed 'spiritualities'—the latter to what are termed 'temporalities.' Institution is for the Bishop—it relates to 'spiritualities.' Induction is for the Archdeacon—that relates to 'temporalities' or rights of property. Bishop Barnes apparently claims that the issue between himself and the presentee to St. Aidan's is a 'moral and spiritual' issue—with which the civil courts are not concerned. In this connection it is significant that the Benefices Act 1898 specifically excludes matters of 'doctrine and ritual' from its purview. Here we have material for a profoundly interesting and by no means insubstantial constitutional issue—upon which prudent churchmen will do well to suspend their judgment for a while."

The Poisons and Pharmacy Report.

The Departmental Committee on the Poisons and Pharmacy Laws has now presented its report—and a voluminous and complicated document it is, embodying the unusual feature of a draft Bill for amending and consolidating all the poison and pharmacy statutes from 1851 (when the Arsenic Act was passed) down to the present time. The Committee, which was presided over by Mr. Mitchell-Innes, K.C., appears to have taken evidence from a great number of witnesses representing all sorts of conflicting interests, and the net results of its labours are proposals to divorce pharmacy from the sale of poisons, to replace the authority of the Privy Council in part by that of the Home Office, to set up a new "Poisons Board," and (strangest of all) to make it the business of every local authority to licence for the sale of poisonous substances any and every shopkeeper who applies to be so licensed with the sole proviso that such licence may be refused "for any sufficient reason relating either to him personally or to his premises"—a proviso vague enough in all conscience, but one that should give the legal profession a good opening seeing that there is to be a right of appeal against any such refusal to quarter sessions. There is, however, this to be added by way of guidance as to what may amount to "sufficient reasons" for cancelling such a licence:—

> "If any person whose name is on the said list is convicted before any court of an offence against the Pharmacy Acts or of any criminal offence which, in the opinion of the court, renders him unfit to have his name on the list, the court may, as part of the sentence, order his name to be removed from the list and direct that he shall, for such period as may be specified in the order, be disqualified for having his name on any list kept under this section."

But there are other possible reasons, we imagine, relating to a man "personally" that should suffice to prevent him from being licensed at all. An habitual drunkard or a person who may have been in an asylum for example, would hardly be a suitable licensee to sell poisons; and we may doubtless assume that a licensed victualler's premises would hardly be regarded as a desirable depot for the storage and dissemination of poisonous substances. It is quite fair to adopt these assumptions, although the draft Bill leaves it all quite widely open. Parliament will certainly require, however, something very definite in the way of protection for the public, if the sale of poisonous substances is to be thus widely extended.

As regards the diversion of authority in regard to the sale of poisons from the Privy Council to the Home Secretary, the Commissioners set out in their report the reasons for this recommendation in the following terms:—

> "The selection of the Home Secretary to be the Central Authority would appear to be justified on several grounds:—
>
> "(*a*) the Home Secretary, as the Minister responsible in England and Wales, for the prevention of crime and all questions of "Police," is directly concerned in the control of the sale or supply of poisons and should, therefore, have the decisive voice in the making of rules which he has to administer;
>
> "(*b*) the Home Secretary is directly responsible for the administration of the Dangerous Drugs Acts, which are closely connected with the administration of the Poisons and Pharmacy Acts and embrace substances included in the latter Acts; and he is brought by the duties of that administration into close contact with the Pharmaceutical Society of Great Britain on many points;
>
> "(*c*) the Home Secretary acts on behalf of the Privy Council in the House of Commons in regard to all questions

relating to the administration or amendment of the Poisons and Pharmacy Acts."

"It is desirable that there should be uniformity in the administration of the law relating to poisons as between England and Scotland. Accordingly, it is contemplated that, as in the case of the Dangerous Drugs Acts, the Home Office will, by administrative arrangement and in consultation with the Scottish Office, act as the Central Authority in Great Britain."

It is by no means unlikely that exception will be taken both in and out of Parliament to what is in fact the setting up of a new Government department at the Home Office. The "Poisons Board" is to be an Advisory Committee acting under the Home Secretary. This Committee whose various duties will clearly necessitate a large official staff is to take over a great deal of responsibility which at present rests on the Pharmaceutical Society and it is difficult to see how considerable expense can be avoided in consequence. The same observations apply to the new duties of registration devolving upon local authorities. At present, once a year, local authorities are required to licence a few seedsmen and others for the sale of agricultural and horticultural poisons and the whole business involves very little time, expense or trouble. But in future very serious work will devolve on these authorities. Not only will there be innumerable registrations of shopkeepers who will be entitled to have their names entered on the list of "sellers of poisons," but—

"it shall be the duty of every local authority to make adequate arrangements for the inspection, either by persons appointed by the authority to act as inspectors for the purposes of this sub-section, or by persons who are inspectors appointed by the Society under this section, of the premises of persons entitled to sell poisons included in Part II of the Poisons List by virtue of section sixteen of this Act, and any inspector so appointed shall, for the purpose of enforcing compliance by such persons as aforesaid with the provisions of Part II of this Act and the rules made under this Part of this Act have power at all reasonable times to enter any premises where any such person carries on business, and to make such examination and inquiry, and do such other things as may be necessary for the purpose aforesaid. If any person wilfully delays or obstructs an inspector in the exercise of any powers under this section, or refuses to allow any sample to be taken in accordance with the provisions of this Act, or fails to give any information which he has been duly required under this section to give, he shall be liable on summary conviction to a penalty not exceeding five pounds."

As the Pharmaceutical Society are required to appoint a number of inspectors to carry out the duties placed upon the Society under the directions of the Privy Council it is evident that there will be two sets of inspectors at work all over the country (except where, as indicated in the above extract from the draft Bill, the local authority can arrange for the Society's inspectors to act for both). This must of necessity involve a large expenditure of public money and the addition of a considerable number of inspecting officers to the existing staffs of local authorities. Parliament will certainly require to know what necessity there is for all this elaborate machinery to be set up whilst in the Pharmaceutical Society itself there exists an organisation which for more than half a century has been actively engaged in restricting the sale of poisons to persons qualified to dispense and distribute the same. It might have been possible by restricting instead of enlarging the opportunities for acquiring deadly substances and by increased stringency of powers vested in the Pharmaceutical Society to deal with any really serious features connected with the sale of poisons. The only direction in which during recent years the sale of poisons has become serious is in the use of morphine and other opiate substances. Might not that be checked by special means without all the elaborate legislation now foreshadowed? This, however, will be meet subject for discussion when the draft Bill actually comes before Parliament.

Company Law and Practice.

XXIV.

THOUGH in some respects their positions are not dissimilar, a trustee in bankruptcy has for many years had a power to disclaim onerous property, but the liquidator of a company which is being wound up under the statutes in that behalf has had no such power (see the judgment of Lord ESHER, M.R., in *Graham* v. *Edge* (1888), 20 Q.B.D. 683, at p. 688).

The Companies Act, 1929, now makes provision, however, for disclaimer by a liquidator under certain circumstances (s. 267), in terms which are similar to, though not identical with, those used in s. 54 of the Bankruptcy Act, 1914.

In every case of disclaimer by a liquidator the leave of the court to disclaim must be obtained; and the court, before or on granting leave to disclaim, may require such notices to be given, and impose such terms as a condition of granting leave, and make such other order as the court thinks just (s. 267, (1) and (3)). The application for leave to disclaim is dealt with in the Companies (Winding-up) Rules, 1929, by r. 73; which provides that such application shall be by *ex parte* summons, supported by an affidavit showing who are the parties interested and what their interests are. On the hearing of the summons the court must give such directions as it sees fit, and in particular directions as to the notices to be given to the parties interested, and the court may adjourn the application to enable any such party to attend (r. 73 (1)). Where any person claims to be interested in any part of the property of a company which the liquidator wishes to disclaim he must, at the request of the liquidator, furnish a statement of the interest so claimed by him (r. 73 (3)).

The property which, under the section, the liquidator may disclaim includes:—(i) land of any tenure burdened with onerous covenants, (ii) shares or stock in companies, (iii) unprofitable contracts, and (iv) any other property that is unsaleable, or not readily saleable, by reason of its binding the possessor thereof to the performance of any onerous act, or to the payment of any sum of money. The liquidator may disclaim all or any of the above forms of property (with the leave of the court as above mentioned, and subject to the other provisions of s. 267) notwithstanding that he has endeavoured to sell, or has taken possession of the property or exercised any act of ownership in relation thereto. The disclaimer must be in writing signed by the liquidator (s. 267 (1)); and must be in the form No. 35 to the Companies (Winding-up) Rules, 1929, with any necessary variations (r. 73 (2)). There is nothing unusual about this form of disclaimer, which sets out that, pursuant to the order, the liquidator disclaims all interest in the lease (defining it), and states to whom notice of the disclaimer has been given. The form must, however, be strictly followed, for the rule makes its use, with such variations as circumstances may require, compulsory.

Rule 73 (2) contains another provision which is of great importance where a leasehold interest is disclaimed, for it provides that where a liquidator disclaims a leasehold interest he must forthwith file the disclaimer (in the form just above referred to) at the office of the Registrar, and until the disclaimer is filed by the liquidator the disclaimer is to be inoperative. The word "Registrar" used in the Winding-up Rules is defined by r. 2 at some length, but generally speaking it means a Registrar in Bankruptcy of the High Court, the District Registrar of Liverpool, or Manchester, or a County Court Registrar, according to where proceedings are being carried on.

A form of notice of disclaimer of a lease is given in the rules (Form 36); it gives formal notice of the disclaimer, and states that the disclaimer has been filed. These two forms, the disclaimer and the notice of disclaimer of lease follow the forms in the appendix to the Bankruptcy Rules, and appear to be somewhat inconsistent, in that the disclaimer (which, in the case of leaseholds, must be filed) states that notice of it has been given to some person, while the notice states that the disclaimer

has been filed. In practice, however, no serious difficulty appears to have arisen so far, the operation of filing and giving notice taking place at the same time; strictly, it seems that one form or the other needs amendment.

Disclaimer must as a general rule be made within twelve months after the commencement of the winding-up, or such extended period as the court may allow; but it is also provided that, where any property of a disclaimable nature has not come to the knowledge of the liquidator within one month after the commencement of the winding-up, disclaimer may be made at any time within twelve months after the liquidator has become aware of it, or such extended period as the court may allow. The commencement of the winding-up is thus, for this purpose, as for many others, a very material point of time; and it is defined in the Act.

Section 175 provides that, where before the presentation of a petition for the winding-up of a company by the court, a resolution has been passed by the company for voluntary winding-up, the winding up shall be deemed to have commenced at the time of the passing of the resolution, and, in any other case, the winding-up of a company by the court shall be deemed to commence at the time of the presentation of the petition for the winding-up; and s. 227 provides that a voluntary winding-up shall be deemed to commence at the time of the passing of the resolution for voluntary winding-up.

(*To be continued.*)

A Conveyancer's Diary.

I am indebted to several correspondents who wrote regarding my article of last week.

Outstanding Legal Estate—Intermediate Trustees—Beneficial Undivided Shares.

It will be remembered that I was dealing with the case of *Re Forster; Somerville* v. *Oldham* [1929] 1 Ch. 146, where the legal estate in land which was comprised in a settlement made before 1926 remained in the settlor. The trustees of the settlement might before 1926 have called on the settlor or her executors, after her death, to convey the property to them, but did not do so. In the events which happened the beneficial interest became vested in persons in undivided shares, and it was held that the legal estate was vested in the executors of the settlor upon the statutory trusts and not in the trustees of the settlement, nor in the beneficial owners. This was so under the L.P.A., 1925, 1st Sched., Pt. IV, para. 1.

As one of my correspondents says, the case is of some interest and raises the question of the position of intermediate trustees and the estate held by them.

I may say here that I did not question the correctness of the decision of Clauson, J., in *Re Forster*. The conclusion at which he arrived was doubtless right, but I agreed with a correspondent who expressed the view that if in such circumstances as those which existed in that case the property was to be vested in trustees upon the statutory trusts and not in the beneficiaries themselves upon such trusts, the proper persons would have seemed to be the trustees of the settlement and not the personal representatives of the settlor. The legislature had, however, ordained otherwise.

Before turning to the more general question, I must mention a case put by my correspondent which is in point and also turns upon the transitional provisions of the L.P.A.

A mortgages to X and Y before 1926, conveying to them the legal estate. A is in fact a bare trustee for B and C in undivided shares. In whom did the fee simple vest upon the commencement of the L.P.A.?

The pertinent provisions of the L.P.A. are to be found in the 1st Sched., Pt. VII. By para. 1 the estate of the mortgagees is converted into a term of three thousand years. Paragraph 3 reads as follows:—

> "The estate in fee simple which immediately before the commencement of this Act was vested in any such mortgagee shall from and after such commencement, vest in the mortgagor or tenant for life, statutory owner, trustee for sale, personal representative or other person of full age who if all the money owing on the security of the mortgage and all other mortgages or charges (if any) had been discharged at the commencement of this Act would have been entitled to have the fee simple conveyed to him, but subject to any mortgage term created by this part of this Schedule or otherwise and to the money secured by any such mortgage or charge."

Now, as we shall see, A, being an intermediate trustee not holding upon trust for sale, has no estate, and B and C are entitled to call for a conveyance direct to themselves. They are, however, entitled in undivided shares, and were so entitled in equity immediately before the commencement of the Act; consequently, the legal estate vests in them as joint tenants upon the statutory trusts under Pt. IV, para. 1 (2), unless there are incumbrances affecting one or other or both of the undivided shares, in which case it vests in the Public Trustee. Paragraph 1 (1) does not apply, because A has no estate which he holds in trust for B and C. That, at least, seems to be the effect, but it would have been better if Pt. VII, para. 3, had expressly provided for the event of the persons entitled to have the fee simple conveyed to them being entitled in undivided shares.

My correspondent also points out that a purchaser from A might not know that A was a trustee and that the legal estate had vested in B and C. That might happen, of course, with unfortunate results for the purchaser.

In the case of a secret or undisclosed trust where the legal estate is diverted to the beneficiaries under Pt. II of the 1st Sched., a purchaser from the trustee would be protected by the amendment of Pt. II contained in the schedule to the L.P. (Amend.) A., 1926, but where the land becomes vested in beneficiaries under Pt. VII there is no corresponding provision, and it looks as though a purchaser from the trustee would obtain no title.

Turning now to the position of intermediate trustees generally, the rule is that they do not take any estate. Thus, to take a simple example, if the legal estate be vested in X in trust for Y, who is a trustee for Z, the effect is that X holds in trust for Z, who is the real equitable owner and can insist upon having a conveyance from X. It follows that in the event of a sale by Z, it is sufficient to join X to convey the legal estate, and Y is not a necessary party: see *Head* v. *Teynham* (*Lord*) (1783), 1 Cox 57; —— v. *Walford* (1828), 4 Russ. 372.

The case of *Re Forster* afforded an example of this, for there, as Clauson J., said, the executors of the settlor held the property in trust for the beneficiaries, the trustees of the settlement being ignored.

If, on the other hand, the intermediate trustee is a trustee for sale, he is entitled to have the land conveyed to him: *Angier* v. *Stannard* (1834), 3 My. & K. 566; *Onslow* v. *Wallis* (1849), 1 Mac. & G. 506.

The question sometimes arises in connexion with the execution of powers of appointment. Thus, in *Re Philbrick's Trust* (1865), 13 W.R. 570, a married woman with a general power of appointment under a settlement, by her will, expressed to be made in pursuance of the power, appointed executors and gave certain legacies and made a bequest of residue. It was held that the executors were the proper persons to administer the fund in accordance with the appointment, not the trustees of the settlement, and the executors were entitled to a transfer of the fund accordingly.

On the other hand, where there is an appointment under a special power to trustees in trust for objects of the power, the trustees are not necessarily entitled to a transfer of the trust property. It is in every such case a question of the

intention of the instrument creating the power whether the trustees of that instrument are to retain the property and carry the appointments into effect, or are to transfer it to the trustees named by the donee of the power: see *Busk* v. *Aldam* (1874), 19 Eq. 16; *Re Tyssen* [1894] 1 Ch. 56.

Where, however, in a marriage settlement the trustees were directed *to pay and transfer* the property subject to the settlement to the children of the marriage as the survivors of the husband and wife should appoint, and an appointment was made by the surviving husband to trustees upon trust for sale, and directed them to stand possessed of the proceeds upon certain trusts for the benefit of the children, it was held that the trustees under the appointment could make a good title to a purchaser and were entitled to call for a conveyance of the legal estate from the trustees of the settlement, notwithstanding that those trustees had themselves a power of sale under the settlement: *Re Adams' Trustees and Frost's Contract* [1907] 1 Ch. 695.

The point to bear in mind in connexion with trusts arising under powers of appointment is that it is the instrument creating the power, not that exercising it, which must be looked at, for it is the creator of the power who has the right to choose by whom the trusts shall be executed: see *Re Mackenzie* [1916] 1 Ch. 125.

Landlord and Tenant Notebook.

Damages for Grantor's Failure to Complete.

In dealing with breaches of contracts to take, grant, buy or sell leases, fewer principles have been evolved when damages have been sought than in cases in which specific performance has been claimed. Nevertheless, it is of some importance to know when the measure of damages is the same as in the law of contract generally, and when it is liable to be affected by the nature of the subject-matter.

In 1874 the judges were summoned to the House of Lords to consider whether the plaintiff in *Bain* v. *Fothergill*, L.R. 7 H.L. 158, was entitled to a sum representing his expenses only, or whether an additional amount by way of compensation for the loss of his bargain should be awarded him. The contract was for the sale of a mining interest, and the defendant himself had held under an unexecuted agreement and had omitted to execute a collateral agreement which the lessors could and did insist on before consenting to the transaction. It was found as a fact that he had acted *bona fide*, either forgetting or underestimating the difficulty. In these circumstances the judges, following the somewhat sketchily reported decision in *Flureau* v. *Thornhill* (1775), 2 W.Bl. 1078 (in which damages for the "fancied goodness" of a bargain had been refused), distinguished the case from a contract for the sale of goods and held that the expense only was the correct measure. The principle is expressed by POLLOCK, B., as being based on the proposition that "no layman can be supposed to know the exact nature of his title to real property."

Partly, perhaps, owing to the language of the questions submitted to them, that of the judgments was, particularly as regards the opening remarks, wider than the circumstances required. The proper limits of the rule, or rather exception, have since been considered in other litigation.

The principle was discussed in *Day* v. *Singleton* [1899] 2 Ch. 320, C.A., an action against an administrator for breach of contract to assign the lease of a hotel. The defendant in his zeal had virtually suggested refusal of the necessary consent, the landlords had in fact refused it, and the defendant had sold to another purchaser. Basing his claim on failure by the defendant to do his best to obtain the consent, the plaintiff asked for damages for the loss of the bargain; and the court, pointing out that the questions submitted in *Bain* v. *Fothergill*, were expressly limited to cases in which there had been not only no bad faith, but also no default on the part of the vendor, ordered an enquiry accordingly.

Day v. *Singleton* was in turn distinguished in *Pease* v. *Courtney* [1904] 2 Ch. 503. The defendants to an action of ejection counter-claimed for damages under these circumstances: they held under an agreement for a lease granted by the plaintiff's predecessor, a life tenant, who had let without consent of the trustees. The agreement contained no stipulation as to title, and there was no evidence that consent could have been obtained. There being duty on the grantor and no wilful default, the counter-claim failed.

Next *Bain* v. *Fothergill* was further distinguished in *Re Daniel; Daniel, Daniel* v. *Vassall* [1917] 2 Ch. 405, and *Braybrooks* v. *Whaley* [1919] 1 K.B. 435, the latter following *Day* v. *Singleton*. *Re Daniel* is important as illustrating circumstances when both good faith and wilful default are immaterial; the purchasers were awarded damages for loss of their bargain when the reason for non-completion was that the defendants were unable to find the money to redeem a mortgage and the mortgagees refused to release. As there was no question of title, that of conduct did not arise. In *Braybrooks* v. *Whaley* the vendor, a mortgagee not in possession, would have been unable to complete without the sanction of the court, owing to the operation of the Courts (Emergency Powers) Act, 1914. Without making any application, he "rescinded" the contract before the date fixed for completion, and this was held to be "wilful default" as found in *Day* v. *Singleton*, and thus outside the principle of *Bain* v. *Fothergill*.

More recently *Re Daniel* was distinguished, and *Bain* v. *Fothergill* applied, in *Keen* v. *Mear* [1920] 2 Ch. 574. The defendant in that case had done his best to obtain the concurrence of his brother who had repudiated the contract for sale, and it was held that the plaintiff's damages were to be limited to expense occasioned.

The principles to be deduced from the six decisions cited appear to be: damages for loss of bargain will be awarded on failure by grantor to complete if the failure is (*a*) not connected with title, *or* (*b*) ascribable to wilful default to make title. Damages representing expenses and deposit only will be awarded if the failure is (*a*) due to absence of title, *and* (*b*) no default is proved.

Our County Court Letter.

SALES IN MARKET OVERT.

THE provisions of the Sale of Goods Act, 1893, ss. 22 to 24, were considered in the recent case of *Higgins* v. *Powick*, at Bromyard County Court, in which the plaintiff claimed £9 16s., the amount of a stopped cheque. The defence was that the cheque was given in exchange for four sheep to which the plaintiff had no title, as these had been stolen, and (on the conviction of the thief) the property had re-vested in the original owner under s. 24. The plaintiff contended, however, that (*a*) he had obtained a title in market overt, whereby the original owner's title was overriden, by s. 22, and (*b*) even if the plaintiff's vendor had a title which was voidable under s. 23, the plaintiff had bought without notice of the defect, and he therefore, acquired a good title. The defendant denied that the sheep were "sold in market overt, according to the usage of the market" within s. 22, as (*a*) the market was in the private ownership of the auctioneers, and (*b*) the whole transaction was not completed in face of the public, as even if the thief had sold the sheep near the pens, he had not received payment in the market, but at a neighbouring hostelry. His honour Judge Roope Reeve, K.C., held that a sale in the Leominster market was a sale in market overt, provided it were in accordance with the usage of the market.

Persons who participated in multiple deals, however, were often minded to avoid that usage, which involved a liability upon the seller to pay something to the auctioneers. The latter were not philanthropists, and were entitled to make a profit out of the market, but the parties to the above deal had avoided the usage in order to deprive the auctioneers of their commission. As there had been no sale in market overt, under s. 22, the vendor had no title to the goods, and the action accordingly failed on the facts—the points of law under ss. 23 and 24 not arising.

A similar opportunity for deciding on the facts had been taken in *Clayton* v. *Le Roy* [1911] 2 K.B. 1031, this being an action for detinue of a watch, which had been sold by the defendant to the plaintiff, and was afterwards stolen. Eight years afterwards, the watch was sent for valuation to the defendant, who happened to recognise it, but refused to deliver it to the plaintiff—unless the second customer was compensated. The intermediate history of the watch was that (having been pawned in the Strand) it was sold as an unredeemed pledge at the City Auction Rooms in Gracechurch-street. The defendant therefore, contended that the plaintiff had lost his title to the watch, by virtue of a sale in market overt according to the custom of the City of London. Mr. Justice Scrutton (as he then was) pointed out that the sale had taken place in a room on the first floor, to which the public had access, but which was nevertheless not a shop in the sense necessary to constitute a market overt in the city. The plaintiff's title had therefore, not been divested, and he obtained judgment for the return of the watch or £100 its value, with costs. The Court of Appeal (Lords Justices Fletcher Moulton and Farwell, Lord Justice Vaughan Williams dissenting) reversed this decision without deciding the point as to market overt. It was held that, as the writ was issued two hours before the demand for return of the watch, the cause of action in detinue had not arisen, and judgment was given for the defendant.

The effect of completing various stages in the transaction at different places had previously been considered in *Crane* v. *London Dock Co.* (1864), 5 B. &S. 313. The plaintiff had bought some opium in good faith from a third party, but the jury found—on an interpleader issue—that the opium had been stolen from the defendants. The plaintiff, however, claimed to have acquired a title by purchase in market overt, but it was stated by Sir Alexander Cockburn, C.J. (at p. 318), that, in order to constitute a good sale in market overt, so as to pass goods as against the original owner, the whole must have taken place in market overt. The evidence was that the inception of the contract (i.e., the bargain following the production of a sample) had taken place in market overt, but that actual delivery had been taken at another place, which was not market overt. The judgment in favour of the defendants, the original owners, was therefore upheld.

Correspondence.

Remuneration Problems: The Penalties of Loose Draftsmanship.

Sir,—In the course of recent practice two questions relative to the interpretation of the Remuneration Rules have arisen that may prove of general professional interest.

The first concerns the fees payable when, on a sale and purchase of land, the solicitor acts for both parties. The prevalent opinion is that he is entitled to charge the vendor's scale in full and one-half of the purchaser's. But is there any such provision in the rules?

The rules applicable to Sched. 1, Pt. I, of the Remuneration Act, 1881, are silent on the subject. Reference only is to be found in the rules dealing with Sched. 1, Pt. II, of the Act, and these are concerned only with the sale and purchase of "leases or conveyances at a rent."

It would be a satisfaction to have this matter cleared up, for solicitors are at times put in an odious position when, for practically the same amount of work, they see their vendor client pay the full scale and the purchaser (a stranger to them) get off with half fees. The natural endeavour on the part of the solicitor to get the parties to share the benefit of the reduction does not always meet with success.

The other point to which reference is made concerns the terms in which remuneration is adjusted in the case of a sale of land with a possessory title under the Land Registration Rules Order of 18th December, 1925.

By r. 1, s. (*d*), sub-s. (iii), it is provided that where the land is registered with possessory or qualified title, and title excluded from the effect of registration is investigated, item remuneration shall apply.

Does this mean that a solicitor, acting in the sale of a property with a possessory title, is at liberty to charge neither the scale under the Remuneration Order of 1882, nor the scale regulating a transfer under an absolute title? The case the writer has in mind concerns the sale of a valuable block of residential property. On the price expected for it, the scale under the Remuneration Order would be £295, and yet because the property has a possessory title and he may receive only item remuneration, he may think himself lucky if he gets £50. The whole thing seems inconsequent and haphazard, and especially when we see that, if only the title were an absolute one and in consequence he had little or nothing to do, he would, according to the scale regulating sales of property held under absolute titles, get £122.

7th April, 1930. Gray's Inn.

The New Offence.

Sir,—In "The Commandments Revised," Mr. A. H. Clough wrote—

"Do not adultery commit,
"Advantage rarely comes of it."

In the light of recent divorce reports, perhaps one may now add—

"But bogus adultery is worse still,
"As ruled by Mr. Justice Hill."

8th April. A. F.

PROTEST AGAINST LEGAL AID SOCIETIES.

A protest against legal aid societies who obtain information of accidents and try to get damages for the injured in return for a percentage of the proceeds was, says *The Times*, made at Doncaster County Court on Monday by Mr. C. J. Frankland, of Bradford. He was counsel for the defence in a case in which Mr. Frederick Jackson, farm labourer, of Crowle, was awarded £86 damages against Mr. Cyril Thornton, a company secretary, of Hull, for injuries received in a motor accident in which another man was killed.

The plaintiff admitted that his case had been brought by the Workman's Aid Society, of London, to which he was to pay a commission of 2s. in the £ on the damages received. He was not a member of the society and had not heard of it before the accident. Mr. Frankland said that there were a number of "ghouls" running about the country waiting for men to be injured in order to make a claim and fill their pockets with percentages on the damages which the victims of the accidents obtained. A determined effort was to be made to stamp out this sort of thing.

THE MIDLAND BANK'S NEW SERVICE.

As from Monday next, the 14th inst., the Midland Bank will inaugurate a new safe deposit service at its head office building in Poultry. This will possess many features calculated to combine security, privacy, and easy accessibility. Personal control of and sole access to a private safe are assured to a renter or his accredited representative by the fact that he is supplied with the only two keys of his safe that have been made. Further, a large suite of rooms is available in which renters may examine the contents of their safes, attend to correspondence, conduct interviews and deal with any other business in strict privacy.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Distribution of Partnership Assets.

Q. 1883. I have been consulted by a client with reference to the following case, and on which I would like your esteemed opinion. Some time ago my client, who is a woman, went into partnership with another person of the same sex, but no legal document setting out the terms of the partnership was drawn up. The negotiations were purely oral and were to the following effect. My client to invest the sum of £200 and the other party to put in £84. My client not to take an active part in the partnership, but to receive back her share of capital at the end of two years from the commencement of the business providing that it proved to be a successful undertaking. About the time that the two years would have expired it was found that the business was not so successful as anticipated, and the parties agreed to sell the same. Out of the moneys obtained for the sale of the business, stock-in-trade, etc., there was one or two small accounts to be paid. After these had been discharged an accountant was called in to draw up the accounts in order to ascertain the exact state of affairs of the partnership assets. The result was, that there appeared to be a sum of £20 odd standing to the credit of the late concern. I have been asked to advise that, having regard to the absence of a proper deed of partnership, and also having regard to the position as outlined above, whether my client who advanced the greater portion of the capital would be entitled to the above-mentioned sum of £20 odd. I have realised the difficulty of giving a decisive answer on this point, but I have ventured to advise that on the facts as stated, and looking at the matter from an equitable point of view, my client would be entitled to the full £20 odd. Another point upon which I was asked to express my opinion was the following. It came to the knowledge of my client that the other party's husband who was acting as manager of the concern borrowed the sum of £50 from a third party as he said for the purposes of the partnership. I have been asked to advise whether or not, in the absence of express stipulation and provision on the matter this was an act which a manager could legally carry out. Would it make any difference if the active partner authenticated the borrowing by her husband. On this second point I have advised that, apart from legal authority, the manager would not have power to borrow, as that would not in the ordinary course of events fall within his power as a manager. As to whether if the active partner gave the authority it would reverse the position I have not been able to advise thereon. I shall therefore, esteem it a favour if you will give me your learned opinion on these points and also quote authorities and cases which may facilitate an explanation of the whole matter.

A. The question does not state in what proportions the partners were to share profits, and there is therefore, no inference as to how losses were to be borne. It is noteworthy that the partner who contributed £200 was only to receive back her share after two years "providing that it proved to be a successful undertaking." This condition precedent has not been fulfilled, and the £20 cannot therefore be claimed on account of the £200. The Partnership Act, 1890, s. 24 (1), provides that all partners must contribute equally to the losses, whether of capital or otherwise, and s. 44 (*b*) (3) provides, that the assets shall be applied in paying to each partner rateably, what is due in respect of capital. The view that the whole £20 should be paid to the partner who contributed the £200 capital is based on the assumption that that partner made by far the largest contribution to the firm. This ignores the fact that the contributor of £200 took no active part in the business, and the other partner evidently equalised her contribution by means of her skill and knowledge. It might, therefore, be argued that the £20 should be equally divided, but the opinion is given that the facts are governed by *Wood* v. *Scoles* (1866) L.R. 1 ; Ch. App. 369. The residue should therefore, be divided in proportion to the capitals of the partners, viz., £14 1s. 6d. for the partner who contributed £200 and £5 18s. 6d. for the partner who contributed £84. The husband of the active partner had no power to borrow the £50 for the purposes of the partnership, as he was a mere agent and could not pledge the credit of the firm, even in an emergency. See *Hawtayne* v. *Bourne* (1841) 7 M. & M. 595. Even if the active partner gave her husband authority to borrow, the firm and the dormant partner would not be liable, unless the business was of such a kind that it could not be carried on in the usual way without the active partner having a power to borrow. If the business could be carried on without borrowing, the firm (i.e., for practical purposes the dormant partner) would only be liable on proof of actual authority or ratification. See "Lindley on Partnership," 9th ed., p. 190.

Time Limit under Landlord and Tenant Act, 1927.

Q. 1884. A, by virtue of an agreement dated 10th October, 1922, held certain premises from B on a quarterly tenancy commencing on 6th October, 1922. On 6th October, 1929, A received from B a notice to quit dated 3rd October, 1929, and accordingly on 25th October, 1929, A served on B notice under s. 4 of the L. & T.A., 1927, claiming compensation for goodwill. B, in accordance with proviso (*b*) to sub-s. (1) of the said section, served on A a notice dated 12th December, 1929, offering A a renewal of the said tenancy "at such rent and for such term as the tribunal may consider reasonable." On 19th December, 1929, A accepted the said offer and is now desirous of applying to the tribunal to fix the rent and term of the renewed lease. Is there any limit of time within which such application by A must be made ?

A. There is no express statutory time limit for A to make the application, but the notice to quit has been rescinded by the offer and acceptance of a new tenancy, and A is holding over as a quarterly tenant on the same terms as before. The application is only to be made to the tribunal "failing agreement," as stated in s. 4 (1) (*b*), and, assuming the rent is paid and accepted at the old rate, there will be an implied agreement that the quarterly tenancy is renewed upon the old terms. This may possibly continue beyond the fourteen years mentioned in s. 4 (*b*), but until A applies to the tribunal for a longer lease, he remains subject to a quarter's notice. If B serves another notice to quit, the procedure under s. 4 must be stated again.

The Position of Tenant's Lodgers.

Q. 1885. The tenant of a small house, to which the Rent and Mortgage Interest Restrictions Acts, 1920 and 1923, applied, took into the house a man and his wife as lodgers, who had the sole use of a bedroom and the joint use of the kitchen. The tenant determined her tenancy, which was a weekly one, by notice to the landlord and quitted the house, leaving the lodgers in possession, who now occupy the whole of it and offer to pay the same rent as the former tenant paid, but the landlord has refused to accept rent from them, as he wishes to obtain possession of the house with a view to selling

it. The lodgers appear to have taken a certain amount of furniture with them when they first went into the house, and the late tenant, who sides with them, states that she did not include any of her chattels in the letting to them. The tenant and the lodgers had the joint use of the table, chairs and sundry utensils, the property of the tenant, in the kitchen. The recovery of judgment against the late tenant for double rent would be worthless, as she has very little means. In these circumstances, can the landlord get possession of the house, or any part of it, from the lodgers, or must he accept them as tenants at the same rent as was paid by the late tenant ?

A. The occupiers of the bedroom cannot properly be called "lodgers," as this implies the letting of a furnished room, for which the Rent Acts afford no protection. The evidence is, however, that the bedroom was let unfurnished, whereby the occupiers became sub-tenants. The landlord must now accept them as tenants under the Act of 1920, s. 15 (3), of the bedroom of which they are lawfully in possession. The landlord can eject them from the rest of the house, however, although he must allow them access to the kitchen for cooking purposes. The occupiers appear to have been lodgers only in the kitchen, and they are not entitled to have their meals there in future, but they have an easement for the use of the stove and sink. The landlord must therefore accept them, at the same rent as they formerly paid to the tenant, as tenants of the bedroom with use of kitchen.

Ejectment of Mortgagor's Sub-Tenant.

Q. 1886. By a legal charge dated the 5th November, 1928, G.S. charged Blackacre to mortgagees with payment of £350 and interest by monthly instalments of £2 17s. 9d. The borrower has fallen into arrears with his instalments and the mortgagees have appointed a receiver. On the 23rd November 1929, the borrower gave up possession of Blackacre and it has been subsequently disclosed that he had previously let off two or three rooms unfurnished to T. T has been requested to give up possession by the mortgagees, and has been threatened with proceedings but appears to be unwilling to move out of the rooms occupied by him. It is proposed to arrange that the gas and water supplies be cut off and if possession is then not given by T to institute proceedings.

Please advise—

(1) Whether it will be quite in order for the mortgagees to have the gas and water supplies cut off ?

(2) If (1) above is done and possession is still not given, what is the speediest method by which possession may be obtained by way of proceedings in the court ?

(3) Whether the mortgagees are liable for the rates of Blackacre since the 23rd November 1929 the date the borrower gave up possession ?

A. The mortgagee has a right to eject T, provided that G.S. had no power to grant a tenancy under the L.P.A., 1925, d. 99. It appears from the date of the mortgage that T is not protected by the Rent Restriction Acts or *Martin* v. *Watson* [1919] 2 I.R. 332. On the above assumptions, T is a trespasser, and the mortgagees are entitled not only to cut off the gas and water supplies, but also to remove the roof. See *Jones* v. *Foley* [1891] 1 Q.B. 730. On the points raised, however—

(1) The gas and water supplies are the concern of the public authorities, and their relationship to T should be ascertained before the supplies are cut off, as T may have paid in advance for supplies independently of G.S.

(2) Summary judgment cannot be obtained by means of a specially indorsed writ, as the relationship of landlord and tenant does not exist between the mortgagees and T. There is therefore no speedy way of obtaining possession by legal proceedings, which must be commenced by an ordinary writ, or county court summons under s. 59 of the County Courts Act, 1888, if neither value nor rent exceeds £100 a year. The costs of the action against T can be recovered against G.S., and can therefore be added to the principal and interest in fixing the amount for redemption. See *Henderson* v. *Van Cooten* (1923), 67 Sol. J. 228. The mortgagees can recover possession, however, by peaceable (as opposed to forcible) re-entry without legal proceedings.

(3) The receiver is the agent of G.S., and therefore the mortgagees are not liable for the rates before going into possession, which has not yet happened. The local authority should be referred to T for payment of the rates.

Notes of Cases.

House of Lords.

Fry (Inspector of Taxes) *v.* Salisbury House Estate, Ltd.

4th April.

Income Tax—Company—Trade Receipts—Letting of Unfurnished Offices—Receipts from Management.

The question raised by this appeal was whether rents received by the respondent company on the letting of unfurnished offices in a building owned by them and known as Salisbury House were properly included in their trade receipts for purposes of assessment under Sched. D, Case I, or whether they were covered by and fully charged under Sched. A. So far as the respondents derived from their tenants any profits outside the rents of the premises, for example, receipts in respect of cleaning and firing charges, which could be described as resulting from a trade carried on by the respondents, liability to tax under Sched. D had been admitted. The building was assessed to income tax under Sched. A and the tax on those assessments had been paid by the respondent. The assessments appealed against in this case were made under Sched. D for the years ending 5th April, 1925, to 1928, and proceeded on the principle of including all the rents and other receipts of the respondents derived from the management of Salisbury House as trade receipts and to deduct therefrom all the expenses of management and upkeep and also the amount of the assessment under Sched. A in respect of the annual value of the premises. The Commissioners affirmed the assessments on the authority of *Rosyth Building and Estates Co.* v. *Rogers* [1921] S.C. 372, and their decision was affirmed by Rowlatt, J. The Court of Appeal reversed that decision and expressed doubts as to the reasoning in the *Rosyth Case.*

Lord Dunedin said this was an important case with probably far-reaching consequences. The income of the respondents as represented by rents was properly assessed under Sched. A. "But then," said the appellant, "you are carrying on a business and a business falls to be assessed under Sched. D." To which respondent replied : "Quite so, and I am willing to pay on the profits which I make on the cleaning and other services." To that the appellant replied : "No, that is not enough. Your business is one business, not a congerie of businesses, and if I estimate your profits from your own profit and loss account I shall get the higher figure which I ask." The answer to that was : "You cannot bring out that balance of profit without taking the rents I receive, which rents are also part of my income, and any income which represents real property is to be assessed under Sched. A." He (Lord Dunedin) thought the final answer was good. He had preferred to consider the question on the statute alone without reference to authority, but he would analyse his own argument to see if it was supported by authority. His lordship then reviewed a number of authorities and said that a difficulty was caused by *Rosyth Building and Estates Co.* v. *Rogers,* but he thought that that case was wrongly decided. He moved that the appeal be dismissed.

The other noble and learned lords (Lords Warrington, Atkin, Tomlin and Macmillan) gave judgment to the same effect.

COUNSEL: *The Attorney-General (Sir William Jowitt, K.C.)* and *Reginald Hills; Latter*, K.C., and *Cyril King.*

SOLICITORS: *Solicitor of Inland Revenue; Holmes, Son and Pott.*

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

Court of Appeal.

Melvill *v.* Melvill and Woodward.

Lord Hanworth, M.R., Greer and Romer, L.JJ. 25th March.

HUSBAND AND WIFE—DIVORCE—SETTLEMENT MADE BY GUILTY WIFE—POWER OF COURT TO VARY POST-NUPTIAL SETTLEMENT—SUPREME COURT OF JUDICATURE (CONSOLIDATION) ACT, 1925 ,15 & 16 GEO. 5, c. 49, s. 192.

Appeal from a decision of Bateson, J.

The petitioner, Colonel Melvill, petitioned for divorce in May, 1927, the case being undefended. On 30th December, 1927, Mrs. Melvill executed a deed settling certain property. The deed described her as the settlor and as the wife of Colonel Melvill. The trusts were in favour of herself for life, with remainder to any children whom she might leave, and a power was reserved to her to appoint a life interest to any husband. She had two children by Colonel Melvill. In March, 1928, Colonel Melvill obtained a decree *nisi*, which was made absolute in the following October. On 12th December, Mrs. Melvill married the co-respondent. Colonel Melvill filed a petition under s. 191 of the Supreme Court of Judicature (Consolidation) Act, 1925, for an order that a settlement should be made of his former wife's property. Subsequently the petition was amended so as to deal under s. 192 with the settlement of 1927. The section reads: "The court may after pronouncing a decree for divorce or for nullity of marriage inquire into the existence of ante-nuptial or post-nuptial settlements made on the parties whose marriage is the subject of the decree, and may make such orders with reference to the application of the whole or any part of the property settled either for the benefit of the children of the marriage or of the parties to the marriage, as the court thinks fit . . . ." The Registrar reported in favour of varying the settlement, Bateson, J., however, said that he did not think that that settlement, was a post-nuptial settlement at all. In his judgment, the settlement was not on the wife in her character of wife, nor was it in reference to her married state. It was a settlement on the wife for herself and for any children she might have, and with power to appoint to any husband she might take, and made at a time when she knew perfectly well that the only possible person that she at that time could think of benefiting would not be the husband who had not yet obtained his decree absolute, but the second husband whom she intended to take as soon as she possibly could. He therefore discharged the report.

Colonel Melvill appealed. The court allowed the appeal.

Lord HANWORTH, M.R., said that it had been laid down in many cases that a wide interpretation must be given to s. 192, or the corresponding section of the Matrimonial Causes Act, 1859, which it replaced. In *Worsley* v. *Worsley*, Lord Penzance said (L.R., 1 P. and D., at p. 651): "The court would have a great difficulty in saying that any deed which is a settlement of property, made after marriage, and on the parties to the marriage, is not a post-nuptial settlement . . . ." That view had been taken in other cases, as in *Bosworthick* v. *Bosworthick*, 70 SOL. J. 857; [1927], P. 64. On the other hand, there were cases like *Loraine* v. *Loraine* [1912] P. 222, and *Hargreaves* v. *Hargreaves* [1926] P. 42, when it had been held that so-called settlements fell outside the purview of the section. It was perhaps not wise to attempt to give a precise definition of the word "settlement." But in the present case, the document recorded that the settlor was the wife of Colonel Melvill, and the fact that there were two children of the marriage. Those children were to benefit in the ultimate gift to children. It was said that the word "nuptial" must be looked at, and that the marriage contemplated at the time the settlement was made was a future marriage, when the decree had been made absolute, but he (the Master of the Rolls) could not take that view, and could not narrow down s. 192 so as to exclude the settlement in the present case.

GREER and ROMER, L.JJ., gave judgments to the same effect.

COUNSEL: *Sir Patrick Hastings*, K.C., *Bayford*, K.C., and *Bush James*, for the appellant; *Alexander Grant*, K.C., and *H. W. Barnard*, for the respondent; *Gover*, K.C., and *The Hon. Victor Russell* for the trustees of the settlement.

SOLICITORS: *Guedalla, Jacobsen & Spyer; Withers & Co.*

[Reported by G. T. WHITFIELD-HAYES, Esq., Barrister-at-Law.]

High Court—Chancery Division.

In re Hulton.

Bennett, J. 3rd April.

SUPER-TAX—SUR-TAX—ANNUITY GIVEN FREE OF SUPER-TAX—EXEMPTION FROM SUR-TAX—APPORTIONMENT OF TAX.

This was an originating summons which raised the question whether an annuitant under a will was entitled to receive her annuity free from sur-tax. By his will dated 27th November, 1924, Sir Edward Hulton, Bart., who died on 23rd May, 1925, referred to his residuary estate as his trust estate, and directed that out of the yearly income of his trust estate his trustees should pay to his wife during her life such an amount as would give her a clear yearly sum of £12,000 after paying or deducting income tax and super-tax at the rates from time to time in force, but not as regarded income tax exceeding in the whole five shillings in the pound, provided that the annual amount so payable to his wife should not exceed one-half of the income of his trust estate and should commence from the date of his death and be payable quarterly. The testator's widow had re-married since his death, and was now Mrs. Florence Elizabeth Millicent Thompson. The sur-tax imposed by s. 38 of the Finance Act, 1927, had practically taken the place of the super-tax. The net income of the testator's estate after payment of all deductions, including the annuity was estimated at £50,000 a year. The summons now asked whether Mrs. Thompson was entitled to receive the annuity of £12,000 free from sur-tax.

BENNETT, J., in delivering judgment said the existing legislation showed that it was the present intention to continue the method of charging and collecting the additional tax on income referred to in s. 38 as sur-tax. There was no real difference between super-tax and sur-tax. Both were taxes on the amount of the excess of income over a standard sum, and both were graduated taxes. It would be to defeat the clearly-expressed wishes of the testator to hold that the trustees were not to pay the additional duty on the annuity merely because Parliament had for some reason given to the old super-tax the new name of sur-tax. If Mrs. Thompson was in receipt of any income in addition to the annuity it would seem that there must be an apportionment of the sur-tax in accordance with the decision in *In re Bowring*, 62 SOL. J. 729, 34 T.L.R. 575.

COUNSEL: *Archer*, K.C., and *F. McMullan; W. Hunt; Gover*, K.C., and *G. A. Rink; Cleveland Stevens*, K.C., and *C. E. Rochford.*

SOLICITORS: *Blount, Lynch, Petre & Colley; Linklaters and Paines.*

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

In re Schoales: Schoales *v.* Schoales.

Bennett, J. 4th April.

WILL—CHARITY—BEQUEST OF PROPERTY TO THE ROMAN CATHOLIC CHURCH—GOOD CHARITABLE GIFT.

This originating summons raised the question whether a bequest of property to the Roman Catholic Church was a good

charitable gift. By her will dated 18th January, 1929, Miss Mabel Angelica Schoales, who died on 20th January, 1929, left, subject to life interests to her three sisters and to certain pecuniary bequests, "my entire property to the Roman Catholic Church for the use thereof." The summons was taken out by the legal personal representatives of the testatrix, and asked whether any, and if so what, persons or body of persons were entitled under the above gift or whether there was an intestacy in respect thereof.

BENNETT, J., in giving judgment, said that in his view when the testatrix gave her property on the death of her three sisters to the Roman Catholic Church she had in mind the quasi-corporation consisting of the individuals who belonged to the Roman Catholic Church, and the only question was whether the gift to that body for the use thereof was a good charitable gift. It was argued on behalf of the next of kin that the gift was void because it was not necessary to confine its use to charitable purposes, but in *In re Barnes* (*Times*, 21st July, 1922), Romer, J., held that a similar gift to the Church of England was a good charitable gift. He (Bennett, J.) was glad to be able to follow Romer, J., and to hold that the gift of the testatrix was a gift to an institution for the ministry of religion and the spiritual edification of its members. He therefore held that the gift was a good charitable gift.

COUNSEL: *F. H. L. Errington, Horace Freeman, C. R. R. Romer, Stafford Crossman.*

SOLICITORS: *Collyer-Bristow & Co.; Ridsdale & Son,* for *Watts & Carr,* Liverpool.

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Palin *v.* Ponting and Another.

Bateson, J. 7th March.

PROBATE—WILL—DUE EXECUTION—SIGNATURE AND ATTESTATION CLAUSE AT FOOT OF FRONT PAGE—MARGINAL NOTE "SEE OTHER SIDE FOR COMPLETION"—DISPOSITIONS ON BACK — INTERLINEATION — AFFIDAVIT OF ATTESTING WITNESS—ADMISSIBILITY—WITNESS NOT TO BE FOUND —COSTS.

In this probate action relating to the estate of Miss Ella Ponting, who died on the 6th January, 1928, the defendants, brothers of the deceased, put the plaintiff executor to proof of due execution of the will dated 13th January, 1923. The value of the estate was approximately £2,775. The will was on a printed form. On the front page were contained certain legacies, the appointment of the plaintiff as executor and at the foot the signatures of the testatrix and attesting witnesses. Written vertically on the right-hand side of the page were the words "see other side for completion." On the other side were further dispositions including a residuary clause.

Counsel for the defendants submitted that only the clauses on the face of the document could be admitted to probate as the marginal words did not in law incorporate what was on the other side; and secondly that the affidavit of one of the attesting witnesses filed in the Probate Registry stating that the will contained the marginal words and the writing on the back at the time of execution by the testatrix, and facts of due attestation, was not admissible in evidence.

Counsel for the plaintiff said that every effort had been made by advertisement and other means to secure the attendance of that attesting witness, but he could not be found, but it was submitted that his affidavit was admissible on the authority of *Gornall* v. *Mason,* 12 P.D. 142, and *Hayes* v. *Willis* (1906), 75 L.J., P. 86. On the question of incorporation or interlineation, counsel referred to *In the goods of Birt,* L.R. 2, P. & D; *In the goods of Greenwood* [1892] P. 7; and *In the goods of Dallow,* 1 P. & D. 189.

BATESON, J., in giving judgment, said that the testatrix had asked her niece's husband to draw up her will for her. He had written out what she wanted to put in her will, copied it from the draft and destroyed the draft. On the front of the paper were a lot of legacies with amounts and names, and at the side were written the words "See other side for completion." The first page had been signed by the testatrix, and properly attested by two witnesses. On the other side were provisions dealing with other legacies and the residue. After the will had been executed, the testatrix sent it to the plaintiff in a fastened-up envelope. He kept it in his safe until her death and then took it to the solicitors, it being in exactly the same form as it was when he indorsed it. In July, 1929, probate was granted in common form on the affidavit of one of the attesting witnesses, who swore that the will had been properly executed and had been in the same state as now. Every effort to secure the attendance of that witness had failed. The will as it stood represented the will of the testatrix, and had been properly executed. There was no dispute that the front page was the will of the testatrix, but in his (his Lordship's) opinion, the whole document was her will. The fact that the words "See other side for completion" were written along the side was due to there being no room for other clauses, and the words on the other side were just as much a part of the will as if they had been interlined in the body of the will. In *In the goods of Birt* (*supra*), where asterisks indicated the presence of an unfinished sentence, Lord Penzance, with the consent of the parties, treated it as an interlineation where the first asterisk appeared, although the words in question followed the signature of the testator. In the present case also the marginal words were clearly intended to join in the other clauses written on the back of the document. *In the goods of Greenwood* was a similar judgment by Sir Francis Jeune, P., by consent, where an asterisk appeared. Other cases cited dealt with incorporation, and had no application. The affidavit of the attesting witness was admissible in evidence on the authority of *Hayes* v. *Willis* (*supra*) and *Gornall* v. *Mason* (*supra*). The will would therefore be pronounced for in solemn form, the defendants being allowed their costs out of the estate.

COUNSEL: *G. Tyndale* and *Dyer,* for the plaintiff; *Bush James,* for the Defendants.

SOLICITORS: *H. L. Lumley & Co.; Rawlings, Butt and Bowyer.*

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

Societies.

Law Association.

The usual monthly meeting of the Directors was held at The Law Society's Hall on Thursday, the 3rd inst., Mr. John Venning in the chair. The other Directors present were: Mr. J. D. Arthur, Mr. Douglas T. Garrett, Mr. G. D. Hugh-Jones, Mr. P. E. Marshall, Mr. C. D. Medley, Mr. Frank S. Pritchard, Mr. J. E. W. Rider, Mr. W. M. Woodhouse, and the Secretary, Mr. E. E. Barron.

The sum of £60 was voted in relief, two new members were elected, and other general business transacted. The Secretary reported the following further donations:—The Chairman, £100; Mr. W. M. Woodhouse, £50; Messrs. Barron & Morton, £50; which, with the gifts reported at the last Board Meeting, and the promise of £100 by Mr. J. E. W. Rider, made up the £400 required for the conditional gift of £100 from Mr. Harold G. Brown, who had accordingly forwarded his donation; and the Board expressed their keen appreciation of these generous gifts.

United Law Clerks' Society.

NINETY-EIGHTH ANNIVERSARY FESTIVAL.

This Society held its ninety-eighth Anniversary Festival dinner at the Connaught Rooms, on 2nd April. Mr. Justice Luxmoore occupied the chair, and among the guests were Mr. Justice Eve, Mr. Justice Bennett, Sir Thomas Inskip, K.C., Sir Patrick Hastings, K.C., Sir Duncan Kerly, K.C., Sir Claud Schuster, G.C.B., K.C., Sir Harold Downer, LL.B., Mr. F. P. M. Schiller, K.C., Mr. Frank Archer, K.C., Mr. F. M. Guedalla (Senior Warden, City of London Solicitors' Company), Mr. W. E. Mortimer, Mr. Rayner Goddard, K.C., Mr. F. D. Morton,

K.C., Mr. B. H. Drake, Mr. F. M. Russell Davies, K.C., Mr. E. Elvy Robb, Mr. R. W. Needham, K.C., Mr. W. P. Spens, K.C., Mr. L. Lionel Cohen, K.C., Mr. G. J. Linskey, K.C., Mr. Robert Peel, K.C., Mr. Neville Laski, K.C., Mr. J. Arthur Barratt, K.C., and Miss M. M. Wells.

After the loyal toasts had been honoured, the Chairman proposed "The United Law Clerks' Society." The Society had, he said, been founded in 1832 for the purpose of encouraging thrift amongst the legal profession. The names of those who had held office showed that it had from its earliest years attracted and retained the respect of the profession. It was to-day in a most healthy and vigorous condition. Its prosperity was a vivid proof that no profession in the world linked together its members by more powerful bonds of mutual respect and friendship. These living ties were the essence of the trust which the solicitor reposed in his clerk, and no barrister had ever attained success without contracting a great debt to the solicitor's clerks with whom he came into daily contact. Mr. Justice Luxmoore said that he himself owed such knowledge as he possessed of the practice of the courts almost entirely to the solicitor's clerks with whom he had worked when he was a junior. He could not speak for solicitors, but he could testify that the relationship which existed between the barrister and his clerk was probably the most intimate in the whole business world. Any successful barrister would say that the success of the partnership—for partnership it was—had been almost entirely due to his clerk. His own clerk, he said, had for many years watched after his health and his pocket, and had prevented him from doing those things which he ought not to do, and had made him do those things which he ought to do. His experience was only typical of that of most barristers. It was not surprising that a society which contained members of that calibre should do such excellent work and be so successful. It was the duty of all members of the profession to assist and encourage this work.

THE SOCIETY'S HISTORY.

Mr. H. ELLIS STAPLEY (the Honorary Treasurer), in reply, recounted some interesting extracts from the history of the Society. Among the arbitrators appointed at its foundation had been a barrister's clerk, a law stationer, a printer and a tailor, the last two having apparently been included as men of unassailable independence. The list of donors contained many famous names, such as those of Mr. Justice Cockburn, Chief Baron Kelly, Chief Justice Turnbull and Earl Selbourne. In 1849 Charles Dickens had been present as a guest and Chief Baron Pollock had occupied the chair. Dickens, in reply to the toast of "The Guests," had said that his only claim to recognition in that gathering had been that he was a law student without having studied the law, and that he had been connected with a case of breach of promise of marriage which had only been reported in one book and in which the pleadings, evidence, summing up, and verdict had all been equally wrong. In 1838 the Society had decided to allow members to retain their membership after they had become solicitors, and the result was that their ranks included many men at the top of the profession. The amount of money distributed in benefits last year had been larger than ever before. The quinquennial valuation had shown that the ratio of the claims was lighter than had been estimated; the surplus had been utilised by distributing bonuses on sums payable at death and by ceasing to collect contributions from members after the age of sixty-five. During 1929 the sum distributed in medical benefits had been nearly £8,000; members and non-members in distress had received £300, and old members, who had ceased work, had received £5,000. An annual sum of £2,700 was expended in other benefits. Members' contributions only covered one-half of the expenditure, the other half being met by income from investments and by annual donations. Notwithstanding the competition of the National Health Insurance, the voluntary membership still remained at a satisfactory level, although the task was more difficult than it had been. The Society was able to maintain its position because it could offer greater benefits at less cost than any other society, by reason of the help which it received from the profession and which he was sure it would never lack.

Mr. GUEDALLA, in proposing "Our Guests," divided the guests into two classes: the ladies, who encouraged thrift at home and showed by their presence their sympathy with the objects of the Society, the "paying guests," who would contribute generously, as they had in the past, to the Society's resources. He recounted reminiscences of his early association with the three learned members of the Chancery Bench who were present.

Sir PATRICK HASTINGS, in response, said that he proposed to take a long-sought opportunity of making certain remarks about His Majesty's judges. He did not propose to follow the usual custom of speaking well of them, as on this occasion they would not, as they always did in court, get the last word. There were good judges and other judges; quiet judges and talkative judges. Every judge should have a wife, who should write above his bed, on behalf of the Bar, the motto: "Judges should be seen and not heard." He had not thought much of their Chairman's speech. The Chairman had told barristers how much they owed to their clerks. His own clerk not being present, he had for the first time in his life an opportunity of saying what he really thought about him. His clerk was one of the most unpleasant and hard-hearted of men, who never gave Sir Patrick a moment's peace. When Sir Patrick came out of court perspiring with enthusiastic endeavour, his clerk merely said "You were too long; I wanted you for another court." He did not propose to speak well at a gathering of law clerks of a man who had treated him like that for nearly thirty years.

Mr. C. E. MACKLIN, Chairman of the Society, announced that the contributions made that evening by the guests had totalled £525. The assistance which the Bench, Bar and solicitors gave to the Society made its work a pleasure instead of a task. He informed Sir Patrick Hastings that Sir Patrick's clerk has said to him before the dinner: "If the old man says anything to-night that I ought to know about, will you tell it me?" (Laughter.)

Mr. Justice EVE, in proposing the toast of "the Chairman," paid tribute to the great interest which Mr. Justice Luxmoore took in the aims of the Society, and described him as a warm-hearted and loyal friend, who preferred prompt action to "chin-wagging" and whose advocacy and support were of invaluable assistance. He also drew attention to Mr. Justice Luxmoore's pleasing physical appearance, and remarked that if their Chairman were ever indicted before a jury on which there happened to be a lady—a matron, a virgin, or one who combined the qualities of both those classes—he would undoubtedly be acquitted even if he had been taken *in flagrante delicto*.

The CHAIRMAN, in reply, after thanking Mr. Justice Eve, referred to Sir Patrick Hastings' assumption that he could say what he liked, as no one would have the opportunity of answering him. He had not thought that Sir Patrick was proposing to retire from the Bar. If he was not, the speaker advised him to keep away from the Chancery Division, or costs on a scale never before recognised would fall upon him personally. He hoped that Sir Patrick would have a speedy opportunity of finding out the consequences of speaking his exact mind in public on the subject of the Chancery Bench.

The Law Society's School of Law.

The Summer Term will open on 23rd April. Lectures will commence on 28th April. Copies of the detailed time-table can be obtained on application to the Principal's Secretary.

The Principal will be in his room to advise students on their work, on Wednesday, 23rd April, for Intermediate students, and Thursday, 24th April, for Final and Degree students (10.30 a.m. to 12.30 p.m., and 2 p.m. to 5 p.m.).

The subjects to be dealt with during the term will be, for Intermediate students, (i) Public Law, (ii) Status and Personal Property, (iii) Criminal Law and Procedure and Civil Procedure, (iv) Elementary Equity, and (v) Accounts and Book-keeping (Outline). The subjects for Final students will be (i) Equity and Procedure in the Chancery Division, (ii) Common Law (Tort), and (iii) Negotiable Instruments and Bailments. There will also be courses on (i) Criminal Law, and (ii) Private International Law, for Honours students, and a course on Jurisprudence for Intermediate Degree students.

The courses on Status and Personal Property and Criminal Law and Procedure and Civil Procedure will be taken in the morning (Status 11 a.m. to 1 p.m., Criminal Law and Procedure, etc., 10 a.m. to 12 noon) and in the afternoon (4 p.m. to 6 p.m.).

Students must notify the Principal's Secretary before 24th April if they wish to attend the afternoon in preference to the morning lectures and classes.

Students can obtain copies of the regulations (and entry form) governing the three studentships of £40 a year each, offered by the Council for award in July next, on application to the Principal's Secretary. Notices of entry must reach the Society not later than 1st May.

United Law Society.

A meeting of the Society was held on Monday the 7th April, 1930, in the Middle Temple Common Room, Mr. E. H. Pearce in the chair. Mr. J. Macmillan proposed, "that a Dictatorship is more favourable to the progress of a Nation than is Democracy." Mr. A. C. Hughes opposed. There

also spoke Messrs. C. C. Ross, Burke, Palmer, Pritchard, Pearce and Butcher. The opener having replied, the motion was put before the House, when there voted for eight, against five, the motion, therefore, being carried by three votes.

Law Students' Debating Society.

At a meeting of the Society, held at The Law Society's Hall, on Tuesday, the 8th inst. (Chairman, Mr. S. Lincoln), the subject for debate was: "That Nationalism has become a hindrance to the advance of civilisation." Mr. Cecil Binney opened in the affirmative and Mr. A. L. Ungoed-Thomas opened in the negative. The following members also spoke: Messrs. C. C. Ross, H. J. Baxter, L. F. Sturge, A. R. Clarke-Williams, M. Flowe, J. C. Christian-Edwards, R. D. C. Graham, H. F. C. Morgan, and W. M. Pleadwell. The motion was carried by one vote. There were eighteen members and one visitor present.

The Solicitors' Law Stationery Society, Ltd.: Annual Report.

The Forty-first Annual General Meeting of the Society was held at 102/7, Fetter-lane, on Tuesday, the 8th inst., Mr. Robert Chancellor Nesbitt being in the chair.

After the Secretary had read the notice convening the meeting, and the auditors' report, the Chairman, in moving the adoption of the report and the approval of the accounts, said:—

I think you will all agree that the result of the year's trading is very satisfactory and that the Society has made a very distinct advance. The sales have increased from £310,506 in 1928 to £320,043 in last year, an increase of £9,537. The profit last year is a record one, amounting to £51,467, an improvement of £5,739 over the profit of the previous year.

One of the chief events of the year was the increase in the nominal capital from £120,000 to £150,000, and the issue of 15,000 £1 shares at a premium of ten shillings per share in June last, none of which were underwritten. For the 15,000 shares, applications for 56,004 shares were received, and the Directors naturally had a very difficult task in trying to satisfy the applicants. I may say that I do not think they succeeded. A great amount of care and consideration was given to each application, and allotments were made strictly in what the Directors considered the best interests of the Society. Naturally, in such a difficult position, some applicants may think that more shares might have been allotted to them, but I can assure you that the directors did their best to do what was just and right in each case. I may mention in this connexion that no shares were allotted either to the Directors or any member of the staff from whom we had applications, because we felt that in the circumstances shareholders from whom we might expect orders were of greater advantage. One of the results of the issue was that the number of shareholders increased from 995 to 1,198, an increase of 203, and many of the old shareholders were enabled to increase their holdings.

Another outstanding feature in the year was the building of up-to-date factory premises on our freehold site 102/3, Fetter-lane, and 6/9, Greystoke-place. This ground was purchased in 1920 to provide means of extending our old works premises, 104/7, Fetter-lane, when the necessity arose. Owing, however, to difficulties under the Rent Restriction Act, and the sudden demand for more accommodation in the works in 1924, we were unable to build then on the site, and, therefore, took on lease the premises 94/7, Fetter-lane, which are now being given up. The total cost of the new building and improvements in the old one will be approximately £26,000. As I explained at the meeting last year, it was found essential in planning the work that the freehold of 104/7, Fetter-lane, be acquired by the Society. This was purchased from Queen Anne's Bounty at a cost of £20,000, and it is instructive to note, I think, that notwithstanding the fact that the Society only received £22,500 in cash in respect of the issue of 15,000 shares, and has paid out on capital account some £42,000 for the freehold and for the re-building operations, yet, as I shall point out later, we had over £4,000 more in cash at 31st December last than we had in cash and government securities at the end of 1928. This, I hope you will agree, is a very satisfactory position.

The re-arrangement of the departments in the works to ensure that the increased space should be used to the best advantage necessitated a great amount of work, and I should like to acknowledge here the good services of our works manager, Mr. Closh, and those associated with him, in this connexion, and to congratulate them on the result. We now have modern freehold factory and head office premises extending from Greystoke-place on the north to Breams-buildings on the south, fitted with up-to-date machinery of all kinds, with much improved working conditions for the staff.

I will now ask you to turn to the accounts, and I will deal with the balance sheet first. The issue of shares has brought our issued capital up to £133,902. and the premiums on the shares, less the expenses of issue, have been added to the reserve account, bringing it up to £47,264 16s. 11d. On the assets side you will see that the cash stands at £42,918, whilst if you look at the balance sheet for 31st December, 1928, you will see we had £31,979 in cash and £6,681 in government securities, a total of £38,660. Our monetary position, therefore, in December last, was £4,258 better than a year earlier, notwithstanding the very heavy capital expenditure during the year. Debtors are up some £1,800, and furniture and fittings are also up by £1,300, but machinery, owing to depreciation, has decreased in value by some £600. With regard to freehold premises, we have shown how the increase in the value of these from £38,687 in the previous year to £91,395 is arrived at. Leaseholds are, of course, reduced by the purchase of the freehold of 104/7, Fetter-lane, which appeared under leaseholds in the 1928 accounts. A satisfactory feature of the balance sheet is that the stocks, which are always valued on the most conservative basis, are lower by some £5,000.

Coming to the profit and loss account, working expenses at departments amount to about the same figure as in the previous year, while head office expenses are lower by some £400.

On the other side the gross profit has increased by £5,500. The result is that we have a profit, as I mentioned, of £51,467 11s. on the year's working, the largest profit the Society has made. This profit, together with £9,816 17s. brought forward from the previous year, gives us an available balance of £61,284 8s. Owing to the increased profit and the prosperous condition of the Society's business, the Directors feel justified in recommending a dividend of 12 per cent. per annum, less income tax, in lieu of the 10 per cent. to which the shareholders have become accustomed. They recommend that £5,000 should be added to reserve account; and in that connexion it should be remembered that in the course of the year £7,500, the premium on the new issue of shares, less the expenses of the issue, was also added, making a total contribution to the reserve of £11,827. They recommend also that the sum of £10.197 11s. 5d. be carried forward.

I have dealt, I think, with all that is requisite in the accounts, but before sitting down I should like to express our thanks to our old friend the managing director, Mr. Cahusac. I was going to say our young friend, but he is not quite so young now. I should also like to express our thanks to our secretary, Mr. Holroyde, to our branch managers and to the whole of the staff, for their good work during the year, which has brought about such a satisfactory result. (Applause.) Of course, the Directors have something to do with it; at all events, they perform their part as well as they can. It is perfectly certain that those whom I have mentioned perform their part towards the success of the Society to the utmost of their ability. (Applause.) You have received with the report a picture of the new building, and it might not be out of place to say that we are much indebted to our architects, Messrs. Kemp & How, for the efficient manner in which they have designed and carried out the rebuilding work, which, I think you will agree, does them great credit.

I now have pleasure in moving the adoption of the Report and the approval of the accounts.

The motion was seconded by Mr. Turner, and carried unanimously.

On the motion of the Chairman, seconded by Mr. Turner it was unanimously resolved to declare a dividend at the rate of 12 per cent. per annum, less income tax, and to distribute bonuses among the customers and the staff in accordance with the Articles.

The retiring directors, Mr. E. F. Turner and Mr. G. L. Whately, were re-elected. The auditors, Messrs. Fuller, Wise, Fisher & Co., were re-elected for the ensuing year at the same remuneration.

The meeting closed with a vote of thanks to the Chairman.

SUMMER TIME NEXT SUNDAY.

Summer-time begins at 2 a.m. next Sunday (April 13th), and clocks should be advanced an hour on the night of Saturday-Sunday.

Greenwich time comes into force again at 2 a.m. on Sunday, 5th October.

In Parliament.

Progress of Bills.

House of Lords.

Workmen's Compensation (Silicosis) Bill. Read a Second Time. [3rd April.

Children Employment Abroad Bill [H.L.]. Returned from Commons, Agreed to without an Amendment. [9th April.

Land Drainage Bill [H.L.]. Read a Second Time. [10th April.

House of Commons.

Ecclesiastical Commissioners (Pensions of Church Estates Commissioners) Measure. Motion for Presentation for Royal Assent agreed to. [4th April.

Army and Air Force (Annual) Bill. Read the Third Time and Passed. [7th April.

Housing (No. 2) Bill. Read a Second Time. [8th April.

Children (Employment Abroad) Bill [H.L.]. Read the Third Time and Passed. [8th April.

Unemployment Insurance (No. 3) Bill. Read the Third Time and Passed. [9th April.

Reservoirs (Safety Provisions) Bill [H.L.]. Read a Second Time. [9th April.

Clergy Pensions (Older Incumbents) Measure. Motion for Presentation for Royal Assent Agreed to. [9th April.

Questions to Ministers.

TAXI-CAB DRIVERS, LONDON (CONVICTIONS).

In reply to Mr. DAY, Mr. CLYNES said that 529 convictions in the Metropolitan Police District were recorded during 1929 against drivers of taximeter-cabs in respect of various offences of thirty-nine different kinds connected with their work. [3rd April.

WASHINGTON HOURS CONVENTION.

In reply to Lieut.-Colonel HENEAGE, Miss BONDFIELD said I hope to introduce the Hours of Industrial Employment Bill very soon, but I cannot yet give a precise date. [3rd April.

TAXATION.

In reply to Lieut.-Colonel HENEAGE, Mr. SNOWDEN said there is no country in which the taxation per head is higher than in this country, but it is necessary to point out, as my predecessor did, that a comparison on the basis of taxation per head of population is apt to be misleading. [3rd April.

EX-ATTORNEY'S GENERAL (FEES).

In reply to Mr. THORNE, Mr. PETHICK-LAWRENCE said that the amount of fees paid to the Attorney-General for the financial year ending 31st March, is as follows :—Sir D. McG. Hogg, £2,473 5s. 10d. ; Sir T. W. H. Inskip, £7,854 2s. 4d. [7th April.

ENTERTAINMENTS DUTY.

In reply to Mr. DAY, Mr. PETHICK-LAWRENCE said the net amount of Entertainments Duty received in the twelve months ended 28th February, 1930, was approximately £6,599,000. [7th April.

TERRITORIAL CADETS.

Mr. D. G. SOMERVILLE asked the Secretary of State for War whether the cessation of assistance to Territorial cadet units includes the withdrawal of the permission accorded to recognised units to use drill halls and the loan of Army camp equipment provided the unit pays the carriage both ways ?

Mr. SHAW : Yes, sir. [7th April.

TRADE DISPUTES BILL.

In reply to Sir KINGSLEY WOOD, THE SOLICITOR-GENERAL (Sir James Melville) said that he does not propose to introduce the Trades Disputes Bill (which is completed and quite ready for printing) before the Easter Recess. [7th April.

Legal Notes and News.

Professional Partnerships Dissolved.

WILLIAM EDWARD NICHOLSON and CHARLES HAROLD NOEL ADAMS, Solicitors, Lewes and Crowborough, Sussex and London (Hunt, Nicholson, Adams & Co.), dissolved by mutual consent as from 31st December, 1929. C. H. N. Adams will continue the business under the same firm name.

HARRY ROSS GILES, JOHN ALLCROFT CASSIN and ALFRED LEETE CARPENTER, Solicitors, 12, New Court, Lincoln's Inn, London (Helder, Roberts & Co.) dissolved by mutual consent as from the 31st December, 1929.

FRANCIS ALBAN BARRAUD and LEONARD ARTHUR CHADWICK, solicitors, 67, Tooley-street, S.E.1 (Arkcoll, Barraud and Chadwick), dissolved by mutual consent as from 31st March, 1930.

MONTAGUE ELLIS, GEORGE COODE DAW, HUGH JOHN CHEVALLIER PEIRS, CECIL MONTAGUE JACOMB ELLIS, ERIC JOHN WYKEHAM ELLIS and HENRY FRANCIS CHAPPE DONNELL, solicitors, 17, Albemarle-street, London, W.1 (Ellis, Peirs and Co.), dissolved by mutual consent as from 26th March, 1930, so far as concerns the said G. C. Daw, who retires from the firm. The remaining partners will continue to carry on the business under the same name at the same address.

Wills and Bequests.

Mr. Robert Wylie, solicitor, of Eastfield, Bentinck-crescent, Troon, Ayrshire, of John Finnie-street, Kilmarnock, left personal estate of the gross value of £15,193.

Mr. William Thomas Massey, 88, of The Cottage, Crystal Palace-Park-road, Sydenham, S.E., and of Bedford-row, W.C., solicitor, left estate of the gross value of £59,650, with net personalty £59,533.

Mr. John Yarde, of Pencarwick, Exmouth, retired solicitor, late of Messrs. Yarde & Loader, who died on 17th January, aged ninety-six, left estate of the gross value of £11,821, with net personalty £10,812. He left £50 to the trustees of and for the general purposes of The Solicitors' Benevolent Association for the relief of poor and necessitous solicitors in England and Wales and their wives, widows, and families ; and £50 to the Devon and Exeter Hospital.

RESIGNATION OF RECORDER OF CARDIFF.

It was announced on Monday that Sir Rhys Williams K.C., had resigned the Recordership of Cardiff, which he has held since 1922. Pressure of public and other duties and indifferent health are given as the reasons. Sir Rhys Williams, who was called to the Bar in 1890, is Chairman of Glamorgan Quarter Sessions.

THE MAKING OF CRIMINALS.

In dealing with four young men charged with stealing a motor-car worth £500, Mr. Basil Watson, at the North London Police Court, recently said : " The police reports show that these young men have all had good jobs, but are now receiving unemployment pay. None has been previously convicted. They all plead ' Guilty ' to stealing a motor-car worth £500. These boys have been manufactured into criminals by the dole. I am utterly sick of dealing with cases of motor-car stealing in this district, and have come to the conclusion that if people who live on what the taxpayers provide and, incidentally, do a little stealing, they must pay for it. Six weeks' hard labour each."

JUDGE ON BURDEN OF TAXATION.

Judge Sturges, addressing the Grand Jury at Herts Quarter Sessions on Monday, the 7th inst., when there were twenty-nine persons for trial, said that, with the exception of two cases, they all belonged to that class which were called " down and outs," which meant that they were unable from physical or mental infirmity to take their places in competitive life. The result was that various institutes were full of that sort of people, and some of the more fit were burdened with heavy taxation in order to take care of these unfortunate people—taxation which sometimes deprived the fit of being able to educate their children in the way they would like, and often depriving them of some of the amenities of life. " It would not be proper," the judge added, " for me to suggest to you the various remedies put forward by some people who take a great interest in eugenics on this sort of question."

RECORDER AND SHEFFIELD POLICE.

In charging the Grand Jury at the opening of the Sheffield Quarter Sessions on Tuesday, the Recorder (Mr. W. J. Waugh, K.C.) said that he thought it only right to say that, according to his best observation during the fourteen years he had been at that court the police evidence which had been given was trustworthy and reliable. He did not himself believe that the Sheffield police force as a whole was tainted with that corruption which had been shown at the Assizes at Leeds.

They ought to be grateful to Sheffield's Chief Constable for having detected the canker and for having had the courage not to keep it secret but to bring it into the public light, because there was nothing so bad as a rumour getting afloat that the police could be bought, and it was far better that it should be known what had actually transpired. He hoped that the result would be that in future that section of the police force would cease to be in the pay of lawbreakers.

THE LORD CHANCELLOR'S DEPARTMENT.

The Lord Chancellor has made the following appointments in his department :—

Mr. R. L. OVERBURY to be Chief Clerk, in the place of Mr. Percy Lee, who has resigned.

Lieutenant-Colonel J. D. WATERS, D.S.O., Barrister-at-Law, to be Secretary of Commissions of the Peace, in the place of Mr. R. L. Overbury.

Mr. A. J. N. PATERSON, Barrister-at-Law, to be Private Secretary to himself and to the Permanent Secretary, and Deputy-Serjeant-at-Arms in the House of Lords, in the place of Lieutenant-Colonel J. D. Waters.

A DOCTOR'S SUCCESSFUL APPEAL.

It was reported at Monday's meeting of Middlesex Insurance Committee that a doctor had won an appeal against a decision of the committee in respect of his application to live at Hornsey-lane and carry on practice at Wood Green. The committee had ruled that a doctor must live within a mile of his surgery, and that the surgery must be connected by telephone to his residence. The Ministry of Health, in allowing the doctor's appeal, awarded him £10 costs against the committee.

PRESENTATION TO LORD MACMILLAN.

Lord Macmillan, who, as Mr. H. P. Macmillan, K.C., was the first independent chairman under the conciliation machinery of the shipbuilding industry, was privately entertained at luncheon in London, on Thursday, the 3rd inst., by the Shipbuilding Employers' Federation and the Shipyard Trades Unions on the occasion of his resignation in consequence of his appointment as a Lord of Appeal. Lord Macmillan was presented on behalf of both parties with a gold cigarette case.

CIRCUITS OF THE JUDGES.

Days and places fixed for holding the Spring Assizes, 1930 :—

NORTHERN CIRCUIT.

Mr. Justice Acton.

Mr. Justice MacKinnon.

Saturday, 26th April, at Liverpool.

Saturday, 10th May, at Manchester.

NORTH-EASTERN CIRCUIT.

Mr. Justice Avory.

Mr. Justice McCardie.

Monday, 5th May, at Leeds.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT No. 1	MR. JUSTICE EVE.	MR. JUSTICE MAUGHAM.
M'nd'y Apl. 14	Mr. Ritchie	Mr. Hicks Beach	Mr. Andrews	Mr. Hicks Beach
Tuesday .. 15	Andrews	Blaker	*More	*Andrews
Wednesday 16	Jolly	More	*Hicks Beach	More
Thursday . 17	Hicks Beach	Ritchie	Andrews	Hicks Beach

DATE.	MR. JUSTICE BENNETT.	MR. JUSTICE CLAUSON.	MR. JUSTICE LUXMOORE.	MR. JUSTICE FARWELL.
M'nd'y Apl. 14	Mr. More	Mr.*Ritchie	Mr. Jolly	Mr. Blaker
Tuesday .. 15	Hicks Beach	Blaker	Ritchie	*Jolly
Wenesday 16	Andrews	*Jolly	Blaker	*Ritchie
Thursday . 17	More	Ritchie	Jolly	Blaker

*The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

The EASTER VACATION will commence on Friday, the 18th day of April, 1930, and terminate on Tuesday, the 22nd day of April, 1930, inclusive.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (20th March, 1930) 3½%. Next London Stock Exchange Settlement Thursday, 24th April, 1930.

	Middle Price 9th Apl. 1930.	Flat Interest Yield.	Approximate Yield with redemption.
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	89	4 9 11	—
Consols 2½%	56	4 9 3	—
War Loan 5% 1929-47	103	4 17 4	—
War Loan 4½% 1925-45	100	4 10 0	4 10 0
War Loan 4% (Tax free) 1929-42	101	3 19 3	3 18 0
Funding 4% Loan 1960-90	91	4 7 11	4 9 0
Victory 4% Loan (Available for Estate Duty at par) Average life 35 years	94½	4 4 8	4 6 0
Conversion 5% Loan 1944-64	103xd	4 17 1	4 16 0
Conversion 4½% Loan 1940-44	100½	4 9 9	4 9 6
Conversion 3½% Loan 1961	78½	4 9 5	—
Local Loans 3% Stock 1912 or after	63	4 12 4	—
Bank Stock	255½	4 13 11	—
India 4½% 1950-55	87	5 3 6	5 9 0
India 3½%	64	5 9 5	—
India 3%	55	5 9 1	—
Sudan 4½% 1939-73	95	4 14 9	4 15 6
Sudan 4% 1974	87	4 12 0	4 14 0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 15 years.)	83½	3 11 10	4 2 3
Colonial Securities.			
Canada 3% 1938	90	3 6 8	4 10 0
Cape of Good Hope 4% 1916-36	94	4 5 1	5 2 0
Cape of Good Hope 3½% 1929-49	83	4 4 4	4 17 6
Ceylon 5% 1960-70 (First Dividend £2 5s., 1st August, 1930.)	103½	4 16 10	4 16 6
Commonwealth of Australia 5% 1945-75	94	5 6 5	5 7 0
Gold Coast 4½% 1956	94	4 15 9	4 18 0
Jamaica 4½% 1941-71	93	4 16 9	4 18 3
Natal 4% 1937	94	4 5 1	5 2 0
New South Wales 4½% 1935-45	86½	5 4 0	5 17 6
New South Wales 5% 1945-65	93½	5 6 11	5 8 3
New Zealand 4½% 1945	96	4 13 9	4 17 6
New Zealand 5% 1946	102	4 18 0	4 16 3
Nigeria 5% 1950-60 (First Dividend £1 15s., 1st August, 1930.)	101⅞	4 19 0	4 18 6
Queensland 5% 1940-60	90½	5 10 6	5 11 9
South Africa 5% 1945-75	102	4 18 0	4 17 9
South Australia 5% 1945-75	91½	5 9 3	5 10 3
Tasmania 5% 1945-75	92⅛	5 8 1	5 9 0
Victoria 5% 1945-75	91½	5 9 3	5 10 3
West Australia 5% 1945-75	91½	5 9 3	5 10 3
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	64	4 13 9	—
Birmingham 5% 1946-56 (First Dividend £1 5s., 1st July, 1930.)	101	4 19 0	4 19 3
Cardiff 5% 1945-65	100	5 0 0	5 0 0
Croydon 3% 1940-60	70	4 5 9	4 18 3
Hastings 5% 1947-67 (First full half year's Dividend, 1st October, 1930.)	102	4 18 0	4 14 0
Hull 3½% 1925-55	79	4 8 7	4 19 0
Liverpool 3½% Redeemable by agreement with holders or by purchase	74	4 14 7	—
London City 2½% Consolidated Stock after 1920 at option of Corporation	54	4 12 7	—
London City 3% Consolidated Stock after 1920 at option of Corporation	65	4 12 7	—
Manchester 3% on or after 1941	65	4 12 7	—
Metropolitan Water Board 3% "A" 1963-2003	65	4 12 4	—
Metropolitan Water Board 3% "B" 1934-2003	66	4 10 11	—
Middlesex C.C. 3½% 1927-47	84	4 3 4	4 18 0
Newcastle 3½% Irredeemable	73	4 15 11	—
Nottingham 3% Irredeemable	62	4 16 9	—
Stockton 5% 1946-66	100	5 0 0	5 0 0
Wolverhampton 5% 1946-56	100	5 0 0	5 0 0
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	84	4 15 3	—
Gt. Western Rly. 5% Rent Charge	101	4 19 0	—
Gt. Western Rly. 5% Preference	97	5 3 1	—
L. & N.E. Rly. 4% Debenture	80	5 0 0	—
L. & N.E. Rly. 4% 1st Guaranteed	76	5 5 3	—
L. & N.E. Rly. 4% 1st Preference	69½	5 15 2	—
L. Mid. & Scot. Rly. 4% Debenture	82	4 17 7	—
L. Mid. & Scot. Rly. 4% Guaranteed	79½	5 0 8	—
L. Mid. & Scot. Rly. 4% Preference	73	5 9 7	—
Southern Railway 4% Debenture	82	4 17 7	—
Southern Railway 5% Guaranteed	98½	5 1 6	—
Southern Railway 5% Preference	95	5 5 3	—

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is frequently very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality. 'Phones: Temple Bar 1181-2.

SOLICITOR (24), November Final, 1929 (Honours). Public School, seeks position as Assistant; Conveyancing and General Practice. Salary £200.—Box 373 Solicitors' Journal, 29, Breams-buildings, E.C.4

YOUNG SOLICITOR desires Clerkship with a view to partnership. Experienced in litigation, workmen's compensation and company law; good advocate. Small capital at disposal. Excellent references, "C.," Box 558, Solicitors' Journal, 29 Breams-buildings, E.C.4.

SOLICITOR (33), Welsh speaking, now conducting own practice in small provincial town, would consider taking up a salaried appointment in a larger sphere, where a provincial experience of conveyancing and probate work would prove of utility; could arrange to be available at short notice.—Box 195, Solicitors' Journal, 29, Breams-buildings, E.C.4.

YOUNG Solicitor undertakes drafting accounts, looking up points, etc., for busy solicitors in return for small charge.—"E." Box 275, Solicitors' Journal, 29, Breams-buildings, E.C.4

SOLICITOR (2nd Class Honours), with over 30 years' continuous experience in conveyancing, trust and probate work, willing to assist Solicitors by post.—"S," Box 312, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, B.A., LL.B. (Camb.), available for locum work or to assist busy solicitor. South. Conveyancing, probate, trust, and general.—Box 95, Solicitors' Journal, 29, Breams-buildings, E.C.4.

YOUNG Solicitor (23), November Final, desires post as Assistant Conveyancing and general practice. Trained in busy office.—Write Box 258, Solicitors' Journal, 29 Breams-buildings, E.C.4.

SOLICITOR peruses Titles, draws Conveyances and other documents, looks up points, etc., etc., for busy solicitors by return of post.—Write Box 271, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR'S Managing Clerk, unadmitted, wide experience litigation, conveyancing, common law; pleads fresh start any capacity, moderate salary; can furnish guarantee.—Lex, c/o W. W. Jemmett, F.I.S.A., Secretary, Central D.P.A. Society, Victory House, Leicester-square, W.C.2.

EXPERIENCED Clerk (36), accustomed litigation and City practice; also shorthand and typing.—Apply Box 326, Solicitors' Journal, 29, Breams-buildings. E.C.4.

YOUNG EXPERIENCED SOLICITOR with own dictaphone would help overworked solicitor evenings at agreed terms. Litigious and conveyancing; good credentials.—Box 327, Solicitors' Journal, 29, Breams-buildings, E.C.4.

EX-OFFICERS AND OTHER RANKS.

THE Proprietors of The Solicitors' Journal have placed this space at the disposal of THE BRITISH LEGION OFFICERS' ASSOCIATION, EMPLOYMENT BUREAU, 3-4, Clement's Inn, Strand, London, W.C.2 (Telephone: Holborn 5769), to whom all replies should be addressed, quoting number of advertisement, date of insertion, and the name of this paper.

REGULAR Officer, over 20 years' service, aged 42, married, wants outdoor work, good horseman and horsemaster. Small pay accepted. 9484

ENGINEER (Civil A.M.I.C.E.) seven years technical Manager Canal 240 kilometres, connecting Rivers Danube and Theiss. Shipping, irrigation, drainage, waterpower, management agricultural land; 7 years railway maintenance; 5 years railway construction; stations and buildings, permanent way, bridging; preliminary and detailed surveys. Dis.279

ARTIST, brilliant career, educated Salde School, exhibitor principal Galleries, desires to teach painting, drawing, decoration, painted furniture. Successful previous experience. Work urgently required; exceptional press notices; success assured; highest references. Dis 323

EX-OFFICER, 44, desires employment, any capacity, home or overseas. Railway dock and general business experience; good organiser; used to control Native labour; 12 years abroad. 11786

GENTLEMAN, 41, Public School man, ex-officer, desires situation as Private Secretary or other similar position. Good knowledge secretarial and accountancy; hard worker; excellent credentials. 11199

EX-OFFICER, V.C., M.C., seeks appointment of Steward landed estate. Thorough knowledge agriculture in all branches, rearing stock; dairying; machinery, markets, book-keeping. High testimonials. 7573

ARTICLED CLERKS, &c.

VACANCY in newly-established Manchester office for energetic articled clerk; personal supervision and tuition assured; premium essential.—Box 314, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, with busy and growing general practice, has vacancy for Articled Clerk. Personal supervision. Premium required, part returned.—Apply, Box 146, Solicitors' Journal, 29 Breams-buildings, E.C.4.

SOLICITOR, general practice and clerk to local authority in growing South Coast town, has vacancy for articled clerk. Public school man preferred. Good prospects for suitable man used to country life.—Box No. 87, Solicitors' Journal, 29, Breams-bldgs., E.C.4.

ARTICLED PUPILS.

TO PARENTS and Guardians.—Old-established firm of auctioneers and estate agents on South Coast have vacancy for articled pupil. Premium required, part returned in salary. References given and required.—Write Box 393, Solicitors' Journal, 29, Breams-buildings, E.C.4.

WELL-EDUCATED young man or lady, age 17-19, wanted by Chartered Accountant in London to serve articles.—Write, giving educational qualifications, Box 394, Solicitors' Journal, 29, Breams-buildings, E.C.4.

PRACTICES AND PARTNERSHIPS.

SOLICITOR with small established practice W.C. District, chiefly conveyancing, family and company, net average about £600, is prepared to negotiate sale to suitable successor. Immediate preliminary clerkship suggested.—Write Box 387, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, experienced, requires purchase sound small practice (conveyancing and general), in or near London; advocacy not objected to.—Write Box 388, Solicitors' Journal, 29, Breams-buildings, E.C.4.

LONDON Architect will be pleased to consider taking over Practice of retiring or deceased Architect, on cash or profit-sharing basis.—Write J.L., 6, Bloomsbury-street, W.C.1.

LAW.—Wanted at once in old-established country practice in the Midlands with valuable appointments, Solicitor (Public School or University man not under 30 years of age) experienced in conveyancing and general practice of country office, with a view to a junior partnership. Must have necessary capital.—Box 377 Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, elderly, with offices near Bank, invites communications from a (young) solicitor (man or woman) with a view to a joint working arrangement.—Box 378, Solicitors' Journal, 29, Breams-buildings E.C.4.

SUCCESSION in Newcastle-upon-Tyne legal practice—wanted to purchase—immediate succession not essential—would consider working arrangement for indefinite period with view to succession.—Box 380, Solicitors' Journal, 29 Breams' Buildings, E.C.4.

SOLICITOR desires to purchase old-established general and conveyancing practice in or near London showing substantial profits; or early succession.—Box 99, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (35), M.A., Oxon, Commissioner for Oaths, desires partnership in old-established Conveyancing and General Country Practice; preferably in Chester or neighbouring counties. Wide experience in conveyancing, trust and family business and general practice. Able to introduce business; necessary capital available.—Box 246, Solicitors' Journal, 29, Breams-buildings, E.C.4.

PARTNER required in old-established conveyancing and general practice in South Coast market town (golf, shooting, boating, etc., available). Applicant must be ex-public school, articled in country, and capable of working without supervision. Some advocacy. Share £500—£600 or more, for sale. Prospects of increase. Write fully as to age, education, experience, etc.—Box 349, Solicitors' Journal, 29, Breams-buildings, E.C.4.

FOR SALE.—Young Solicitor required to take over small general practice in Kent. London 10 miles. Advocacy and private means essential. Easy terms for suitable man.—Box 294, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, practising own account, desires to purchase established progressive Conveyancing and General Practice producing average net profit £1,000 per annum in London.—Box 124, Solicitors' Journal, 29 Breams-buildings, E.C.4.

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